30

A COLLECTION

OF

TREATIES, ENGAGEMENTS, AND SUNNUDS,

RELATING TO

INDIA AND NEIGHBOURING COUNTRIES.

COMPILED BY

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VOL. VII.,

CONTAINING

THE TREATIES, &c., RELATING TO SINDH, BELOOCHISTAN, PERSIA, AND HERAT; TURKISH ARABIA AND THE PERSIAN GULF; AND THE ARABIAN AND AFRICAN COASTS.

WITH A SUPPLEMENT CONTAINING VARIOUS TREATIES AND ENGAGEMENTS CONCLUDED AND SUNNUDS ISSUED SINCE THIS COLLECTION WAS COMMENCED.

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PREFACE.

This Volume completes the collection of Indian Treaties, &c. It has been found necessary to include in the Collection some engagements framed more under the requirements of European than of Indian policy, such as the Treaty concluded with the King of the Netherlands in 1824, the Treaties of 1814 and 1857 with the Shah of Persia, and a few others. But, when possible, such Treaties have been excluded, unless the agency of the Indian Government was directly employed in the negotiation of them, or is required to enforce their observance: on this principle, the Treaties with Madagascar and Johanna for the suppression of the slave trade, the convention with France regarding the Indian mails and many other important engagements, have not been allowed a place in this Collection. It was the intention of the Compiler to have made a separate collection of all the Treaties concluded by the Crown of England with Foreign Powers, which have a direct bearing on the interests of India; but his transfer to another sphere of duty has prevented the execution of this design.

Mr. Belletty of the Foreign Office is preparing an Alphabetical and a Chronological Index to this Collection of Treaties, Engagements, and Sunnuds, which will be published shortly.

Calcutta,
26th January 1865.

CONTENTS.

PART I.

TREATIES, ENGAGEMENTS, AND SUNNUDS, RELATING TO SINDH, BELOCHISTAN, PERSIA, AND HERAT.

		Page.
	SINDH ... ... 1 to	69
I.	Perwannah from the Prince of Sindh, dated 22nd September 1758 ...	15
	Translation of Prince Gholam Shah's Perwannah for Customs' privileges granted to the Honourable Company, dated 22nd September 1758 ...	17
	Letter from Prince Gholam Shah to Mr. Robert Sumption, dated 11th December 1758	20
	Order from Prince Gholam Shah, dated 18th December 1758 ...	*ib.*
	Copy of a Perwannah from Prince Gholam Shah, dated 22nd September 1758	*ib.*
II.	Perwannah granted by Prince Gholam Shah, dated 22nd April 1761 ...	22
	Perwannah granted by Prince Gholam Shah, dated 23rd April 1761 ...	24
	Perwannah granted by Prince Gholam Shah, dated 22nd April 1761 ...	*ib.*
III.	Order from Prince Futteh Ali Shah, granting certain privileges in favor of the English trade, dated 18th August 1799	25
	Ditto ditto, dated 23rd August 1799	28
	Sunnud from Prince Futteh Ali Shah, dated 12th April 1860 ...	33
	Sunnud granted by Prince Meer Futteh Ali Khan to Mr. Crow, dated 14th April 1800	34
IV.	Treaty with the Ameers of Sindh, dated 22nd August 1800 ...	*ib.*
V.	Treaty concluded with the Ameers of Sindh, dated 9th November 1820	35
VI.	Treaty with Meer Roostum Khan, Chief of Kheirpore, dated 19th June 1832	37
VII.	Treaty with the Government of Hyderabad, dated 19th June 1832 ..	38
	Supplement to the Treaty with the Government of Hyderabad, dated 19th June 1832	40
VIII.	Commercial Treaty concluded with the Government of Hyderabad, dated 2nd July 1834	41
IX.	Commercial Articles concluded with the Government of Hyderabad, dated 28th November 1836	44
X.	Treaty concluded with the Ameers of Sindh, dated 20th April 1838 ..	49
XI.	Treaty concluded with His Highness Meer Roostum Khan, of Kheirpore, dated 24th December 1838	50

SINDH.—*(Concluded.)* *Page.*

Separate Articles of a Treaty with Meer Roostum, of Kheirpore, dated 24th December 1838... 52

Letter from His Excellency the Governor General to Meer Roostum, of Kheirpore, dated 10th January 1839 53

Agreement with Meer Mobarick Khan, of Kheirpore, dated 28th December 1838 • 54

Similar Agreements with Meer Mahomed Khan and Meer Ali Murad Khan, dated 28th December 1838 ... ... *ib.*

XII. Agreement for the surrender of Kurrachee, dated 7th February 1839... 55

XIII. Treaty concluded with the Ameers of Hyderabad, dated 11th March 1839 57

XIV. Treaty concluded with Meer Sher Mahomed Khan, of Meerpore, dated 18th June 1841 60

XV. Draft of a Treaty with the Ameers of Hyderabad, dated 14th February 1842 63

Draft of a Treaty with the Ameers of Kheirpore, dated 4th November 1842 66

KHELAT ... . 70 to 81

XVI. Treaty concluded with Meer Nusseer Khan, Chief of Khelat, dated 6th October 1841 75

XVII. Treaty between the British Government and Meer Nusseer Khan, Chief of Khelat, dated 14th May 1854 77

Schedule showing the amount of duty to be levied on merchandize passing through the dominions of the Khan of Khelat 78

XVIII. Convention between the British Government and His Highness Meer Khodadad Khan, Chief of Khelat, for the protection of the Telegraph line passing through his territory, dated 20th February 1863... 79

Additional Clause of a Convention with His Highness the Khan of Khelat for the passage of the Telegraph through his Mekran territory, dated 23rd March 1863 81

BEYLA OR LUS ... . 82 to 84

XIX. Agreement with the Jam of Beyla for the construction, protection, and maintenance of the Telegraph line in his territory, dated 21st December 1861 82

KEDGE .. .. 85 and 86

XX. Agreement with the Naib of Kedge for the protection of the Telegraph line, dated 24th January 1862 85

Note from Fuqueer Mahomed, of Kedge, dated 1st February 1862 ... 86

PERSIA .. .. 87 to 164

XXI. Agreement concluded with Sheikh Sadoon, of Bushire, dated 12th April 1763 99

PERSIA.—(*Continued.*) *Page.*

Royal grant from Karem Khan, King of Persia, 1763 101

Articles desired by the Khan, dated 2nd July 1763 103

XXII. Translation of a Firman from Jaffir Khan, dated 18th January 1788 ... 104

XXIII. Translation of a Firman from Futteh Ali Shah, King of Persia, dated January 1801 106

Treaty concluded with the King of Persia, dated 1801 108

XXIV. Translation of a Firman from Futteh Ali Shah, King of Persia, dated January 1801 112

Treaty of Commerce concluded with the King of Persia, 1801 ... 114

Additional Article to the above Treaty 117

XXV. Preliminary Treaty concluded with His Majesty the King of Persia, dated 12th March 1809 ... ... *ib.*

Ratification of the Preliminary Treaty 121

XXVI. Definitive Treaty concluded with His Majesty the King of Persia, dated 14th March 1812 ... ... *ib.*

Form of Her Majesty Futteh Ali Shah's ratification of the Definitive Treaty 127

Form of His Royal Highness Abbas Mirza's ratification of the Definitive Treaty ... ... *ib.*

XXVII. Definitive Treaty concluded with His Majesty the Shah of Persia, dated 25th November 1814 ... ... *ib.*

XXVIII. Translation of a Bond granted by Abbas Mirza, Prince Royal of Persia, dated March 1828 132

Ruckum of His Royal Highness ratifying the abrogation of the third and fourth Articles of the Treaty with England 133

Translation of a Firman from His Majesty the Shah of Persia ... 134

XXIX. Translation of a Firman from His Majesty the Shah of Persia to the Governor General of Fars, abolishing the export duty on horses, 1823 *ib.*

XXX. Proclamation issued by the Shah of Persia, granting to British Merchants the same privileges as enjoyed by Russian Merchants in Persia, dated May 1836 135

XXXI. Treaty of Commerce concluded with the Shah of Persia, dated 28th October 1841 136

XXXII. Translation of a Firman issued by the Persian Government relating to bankruptcies for the protection of British Merchants, dated June 1844 138

XXXIII. Engagement prohibiting the importation of African slaves into Persia by sea, dated 12th June 1848 144

Translation of an autograph note from His Majesty the Shah of Persia to Hajee Mirza Aghassee, dated 12th June 1848 ... ... *ib.*

Translation of a note from Hajee Mirza Aghassee to Lieutenant Colonel Farrant, dated 12th June 1848 145

Translation of a Firman issued by His Majesty the Shah to the Governor of Fars, dated June 1848 146

		Page.
	PERSIA.—*(Concluded.)*	
	Translation of a Firman issued by His Majesty the Shah to the Governor of Ispahan, dated June 1848	146
XXXIV.	Convention concluded with the Persian Government for the detention and search by British cruizers of Persian vessels engaged in the slave trade, dated August 1851	147
XXXV.	Engagement of the Persian Government regarding Herat, dated 25th January 1853	149
	Translation of a letter from the Sadr Azim to the ruler of Herat, dated 26th January 1853	151
	Translation of a Firman from the Shah of Persia to the ruler of Herat, dated 29th January 1853...	153
	Translation of a letter from Lieutenant Colonel Sheil to the ruler of Herat	*ib.*
XXXVI.	Treaty of peace concluded between Great Britain and the Shah of Persia, dated 4th March 1857	155
	Separate note referred to in the tenth Article of the above Treaty, dated 4th March 1857	160
	Translation of a note from the Shah to the Sadr Azim, dated December 1855	162
XXXVII.	Engagement executed by the Persian Minister for Foreign Affairs for the construction of a line of Telegraph from Khanakheen to Bushire, dated 6th February 1863	164
	HERAT ... ... 165 to	172
XXXVIII.	Agreement concluded with Yar Mahomed Khan, recognizing him as the medium of communication between the British and Herat Authorities, dated 9th June 1839	168
XXXIX.	Treaty concluded with His Majesty Shah Kamran of Herat, dated 30th August 1839	170

PART II.

TREATIES, ENGAGEMENTS, AND SUNNUDS, RELATING TO TURKISH ARABIA AND THE PERSIAN GULF.

	TURKISH ARABIA ... ... 173 to	198
XL.	Firman of Soleiman Pasha granted to the English Chief, 1759 ...	176
XLI.	Firman constituting Robert Garden, Esq., Consul in Bussora ...	177
	Consular Commission granted to the Honourable English United East India Company, dated 29th August 1764	179
XLII.	Imperial Ottoman Diploma granted to Harford Jones, Esq., Bart., Consul of Bagdad, dated 2nd November 1802	180

TURKISH ARABIA.—*(Concluded.)* *Page.*

XLIII. Agreement entered into by the Pasha of Bagdad on the restoration of friendly relations with the Resident, dated 25th January 1810 ... 182

XLIV. Decree of the Pasha of Bagdad for preventing the desertion of British sailors, 1812 183

XLV. Decree of the Pasha of Bagdad for the restoration of Natives of India brought to Bussora as slaves, 1812 184

XLVI. Letter from the Pasha of Bagdad to the Political Agent at Bussora engaging to treat British Agents with respect, 1821 ... ... *ib.*

XLVII. Order from the Pasha of Bagdad confirming the privileges enjoyed by British subjects, dated 2nd October 1831 ... ... *ib.*

XLVIII. Imperial Firman for the protection of English Steam Vessels navigating the Euphrates, dated 29th December 1834 189

XLIX. Imperial Firman addressed to the Valee of Bagdad for the suppression of the slave trade, dated 23rd January 1847 190

Translation of a communication made by the Porte to Her Majesty's Embassy, dated 27th January 1847 191

Translation of instructions addressed to Nedjib Pasha, of Bagdad, respecting African slaves, dated 6th April 1847 192

Copie Officielle d'une lettre addressée par le Grand Vizier au Pasha de Bagdad, dated 6th Avril 1847 ... ... *ib.*

Translation of Instructions to Nejib Pasha, of Bagdad ... ... *ib.*

L. Engagement concluded with the Sublime Porte, dated 20th October 1863, regarding the Overland Telegraph 193

PERSIAN GULF ... ... 199 to 266

MUSCAT ... ... 199 to 237

LI. Engagement concluded with the Imam of Muscat, dated 12th October 1798 208

LII. Agreement entered into by the Imam of Oman, dated 18th January 1800 210

LIII. Requisitions made on the Imam of Muscat with answers respecting slavery, dated 4th September 1822 211

Additional requisitions made on the Imam with answers respecting slavery, dated 9th September 1822 215

Translation of a letter from His Highness the Imam of Muscat to Captain Hamerton, dated 18th August 1845 216

LIV. Treaty of commerce concluded with His Highness the Imam of Muscat, dated 31st May 1839 ... ... *ib.*

Form of Declaration made by the British Government previous to exchange of the ratification of Treaty, dated 22nd July 1840 ... 223

Form of Declaration made by the Muscat Government previous to the ratification of Treaty, dated 22nd July 1840 224

Form of Certificate signed on the exchange of the ratification of Treaty, dated 22nd July 1840 225

PERSIAN GULF.—*(Continued.)* *Page.*

(Muscat.)

Translation of the ratification by His Highness the Imam of Muscat of the Treaty of Commerce, dated 22nd July 1840 225

LV. Translation of additional Articles entered into by His Highness the Imam of Muscat regarding the suppression of foreign slave trade, dated 17th December 1839 226

LVI. Agreement concluded with the Sultan of Muscat respecting the slave trade from His Highness' African dominions, dated 2nd October 1845 ... 227

LVII. Rules established by His Highness the Imam of Muscat respecting distressed vessels putting into His Highness' ports, dated April 1846 ... 229

LVIII. Deed of cession of the Koorea Mooria Islands executed by His Highness the Imam of Muscat, dated 14th July 1854 230

LIX. Letter from the Viceroy and Governor General of India to His Highness the Sultan of Muscat, dated 2nd April 1861 231

From His Highness the Sultan of Muscat to His Excellency the Governor General of India, dated 15th May 1861 232

LX. Convention concluded with His Highness the Sultan of Muscat for the extension of the Telegraph, dated 19th January 1865 233

LXI. Treaty of peace concluded between the Sultan of Muscat and the Chief of Sohar, dated 23rd December 1839 235

LXII. Engagement entered into by the Chief of Sohar for the abolition of the African slave trade, dated 22nd May 1849 237

MARITIME TRIBES ... ... 238 to 261

Treaty concluded with Sultan Bin Suggur, Joasmee, dated 6th February 1806 241

LXIV. Preliminary Treaty concluded with the Arab Chief of Shargah, dated 6th January 1820 242

Similar engagements concluded with the Arab Chief of Rasool Khyma, dated 8th January 1820 243

Arab Sheikh of Dubey, dated 9th January 1820 245

Arab Sheikh of Abou Dabyee, dated 11th January 1820 246

Arab Sheikh of Zyah, dated 15th January 1820 247

LXV. General Treaty of peace concluded with the Arab Tribes, dated 8th January 1820 249

Sheikh of Halt and Falna, dated 8th January 1820 251

Sheikh of Jourat-al-Kamra, dated 8th January 1820 ... ... *ib.*

Sheikh of Aboothabee, dated 11th January 1820 252

Sheikh of Zyah, dated 15th January 1820 ... ... *ib.*

Sheikh of Debayee, dated 28th January 1820 253

Chief of Shargah, dated 4th February 1820 ... ... *ib.*

Sheikhs of Bahrein, dated 23rd February 1820 ... ... *ib.*

Chief of Ejman, dated 15th March 1820 254

Chief of Amalgavine, dated 15th March 1820 ... ... *ib.*

PERSIAN GULF.—*(Concluded.)* *Page.*
(Maritime Tribes.)

LXVI. Agreement entered into by the Arab Chief of Shargah, dated 17th April 1838 254
Similar agreements entered into by the Sheikh of Ejman 255
Ditto ditto Debayee ... ... *ib.*
Ditto ditto Aboothabee .. .. *ib.*

LXVII. Agreement entered into with the Arab Chief of Rasool Khyma, dated 3rd July 1839 ... ... *ib.*
Similar agreements concluded with the Sheikh of Aboothabee, dated 1st July 1839 256
Sheikh of Debayee ... ... *ib.*
Sheikh of Amalgavine ... ... *ib.*

LXVIII. Engagement entered into with the Arab Chief of Rasool Khyma, dated 30th April 1847 ... ... *ib.*
Similar engagements executed by the Arab Sheikh of Debayee ... 257
Ditto ditto of Ejman ... ... *ib.*
Ditto ditto Amalgavine ... ... *ib.*
Ditto ditto Aboothabee ... ... *ib.*
Ditto ditto Bahrein ... ... *ib.*

LXIX. Terms of a maritime truce for ten years agreed upon by the Chiefs of the Arabian Coast, dated 1st June 1843 258
Chief of the Joasmee Tribe;
Ditto ditto Beniyas Tribe;
Ditto ditto Boo Falasa;
Ditto ditto Amalgavine;
Ditto ditto Ejmanee.

LXX. Treaty of peace in perpetuity agreed upon by the Arab Chief of the Joasmees, dated 4th May 1853 259
Ditto ditto Beniyas;
Ditto ditto Debayee;
Ditto ditto Ejman;
Ditto ditto Amalgavine.

LXXI. Additional Article agreed upon by the Arab Chiefs respecting Telegraph line and stations 261
Chief of the Joasmees;
Ditto ditto Beniyas;
Ditto ditto Amalgavine;
Ditto ditto Ejman;
Ditto ditto Debayee.

BAHREIN... ... ... 262 to 266

LXXII. Preliminary Treaty concluded with the Sheikhs of Bahrein, dated 5th February 1820 263

LXXIII. Convention concluded with the ruler of Bahrein, dated 31st May 1861 ... 264

PART III.

TREATIES, ENGAGEMENTS, AND SUNNUDS, RELATING TO THE ARABIAN AND AFRICAN COASTS.

		Page.
	ADEN ... ... 267 to	291
LXXIV.	Treaty entered into with the Sultan of Aden, dated 6th September 1802	279
LXXV.	Treaty of friendship concluded with the Abdalees, dated 2nd February 1839	275
	Treaty of peace concluded with the Sultan of Lahej, dated 4th February 1839	276
LXXVI.	Translation of a Bond executed by the Sultan of Lahej, dated 18th June 1839	277
LXXVII.	Treaty of peace concluded with the Sultan of Lahej, dated 11th February 1843	278
LXXVIII.	Bond entered into by the Sultan of Lahej, dated 20th February 1844 ...	280
LXXIX.	Treaty of Commerce concluded with the Sultan of Lahej, dated 7th March 1849	282
LXXX.	Bond executed by Sultan Ahmed Bin Abdoolla Foodhellee, dated 8th July 1839..	286
LXXXI.	Bond executed by Ahmed Bin Abdoolla Foodhellee, dated 1855 ...	287
LXXXII.	Engagement of peace and friendship concluded with the Akrabee Chief, dated 4th February 1839	288
LXXXIII.	Agreement entered into by the Chief and Elders of the Akrabee Tribe, dated 12th April 1857	289
LXXXIV.	Bond executed by the Akrabee Chief, dated 23rd January 1863 ...	290
LXXXV.	Bond entered into by the Chief of the Oolakee Tribe	291
LXXXVI.	Treaty of peace and friendship concluded with the Elders of the Huzzabee Tribe, dated 31st January 1839	292
	Bond entered into by the Sultan of the Hooshabee Tribe, dated 14th June 1839	*ib.*
LXXXVII.	Engagement of peace and friendship concluded with the Sultan of the Yaffaee Tribe, dated 21st February 1839	294
	Bond executed by the Elders of the Yaffaee Tribe, dated 8th June 1839	*ib.*
LXXXVIII.	Engagement of peace and friendship executed by the Sheikh of the Subeihee Tribe, dated 19th February 1839	296
	Similar engagement entered into by the Sheikh of the southern sub-division of the Subeihee Tribe, dated 20th February 1839 ...	*ib.*
LXXXIX.	Treaty concluded with the Chief of Wahee, dated 2nd February 1839	297
XC.	Engagement of peace and friendship concluded with the Sheikh of the Abbadee, dated 18th February 1839	*ib.*
XCI.	Engagement of peace and friendship entered into with the Sheikh of Zabaree Tribe, dated 18th February 1839	298

ADEN.—*(Concluded.)* *Page.*

XCII. Engagement entered into with the Sheikh of the Zaidee tribe, dated 18th February 1839 298

XCIII. Engagement of friendship entered into by the Sheikh of the Sherzubee Tribe, dated 10th March 1839 299

SENNA ... ... 300 to 307

XCIV. Treaty concluded with the Imam of Senna, dated 15th January 1821 ... 302

MACULLA AND SHUHUR ... ... 308 & 309

XCV. Engagement concluded with the Nukeeb of Maculla, dated 14th May 1863 308

Similar engagement concluded with the Nukeeb of Shuhur ... 309

SHOA ... ... 310 to 313

XCVI. Treaty of commerce concluded with His Majesty the King of Shoa, dated 16th November 1841 310

ZAILA AND TAJOWRA ... ... 314 to 318

XCVII. Treaty of commerce concluded with the Sultan of Tajowra, dated 19th August 1840 314

Deed of sale of the Mussa Island executed by the Sultan of Tajowra, dated 19th August 1840 316

XCVIII. Treaty of commerce concluded with the Governor of Zaila, dated 3rd September 1840 317

SOMALEES.

XCIX. Treaty of peace and commerce concluded with the Elders of the Habr Owul Tribe of Somalees, dated 6th February 1827 320

C. Treaty of peace concluded with the Habr Owul Tribe of Somalees, dated 7th November 1855 321

LXXXV. Engagement entered into by the Elders of the Habr Gerhagis Tribe of Somalees, dated 17th October 1855 291

Similar engagement concluded with the Elders of the Habr Taljala Tribe, dated 17th October 1855 ... ... *ib.*

ZANZIBAR ... ... 324 to 328

CI. Letter from His Excellency the Viceroy and Governor General of India to His Highness the Sultan of Zanzibar, dated 2nd April 1861 ... 325

Translation of a letter from His Highness the Sultan of Zanzibar to His Majesty's Consul, dated 20th June 1861... 326

From the Sultan of Zanzibar to the Right Hon'ble the Governor General, dated 25th June 1861 328

From His Excellency the Viceroy and Governor General of India to the Sultan of Zanzibar, dated 22nd August 1861 ... ... *ib.*

CONTENTS

OF

SUPPLEMENT TO COLLECTION

OF

TREATIES, ENGAGEMENTS, AND SUNNUDS.

		Page.
	JYNTEAH AND COSSYAH HILL TRIBES ...	331 to 342
II.	Agreement entered into by Dan Singh, Rajah of Nusteng, dated 22nd July 1862	332
	Sunnud conferring the title of Rajah Bahadoor on the ruler of Nusteng, dated 26th January 1863	333
CIII.	Agreement executed by the Rajah of Moleem, dated 10th December 1863	334
	Similar agreement executed by the Rajah of Kyreem	337
CIV.	Engagement executed by the Chief of Lungree, dated 25th January 1864	338
	Sunnud conferring the title of Rajah on the Chief of Lungree, dated 7th June 1864	340
CV.	Engagement executed by the Chief of Mahram, dated 5th October 1864	*ib.*
	Sunnud confirming the election of the Chief of Mahram, dated 5th December 1864	342
	ASSAM	343 to 350
CVI.	Engagement executed by the Meyoung Abors, dated 5th November 1862	343
	Similar agreement by the Keebany Abors, dated 16th January 1863 ...	347
CVII.	Engagement executed by the Abors of Dehang Debang Doars, dated 8th November 1862...	348
	BOOTAN	350 to 366
CVIII.	Khureeta addressed to His Highness the Deb Rajah	361
CIX.	Proclamation annexing the Bengal Doars of Bootan to the British Provinces, dated 12th November 1864	364
	COOCH BEHAR	367
CX.	Sunnud of adoption granted to the Rajah of Cooch Behar, dated 11th March 1862	*ib.*
	CUTTACK TRIBUTARY MEHALS	368
CXI.	Sunnud of adoption conferred on sixteen Chiefs of the Tributary Mehals, Cuttack, dated 11th March 1862	*ib.*

		Page.
	BURMAH	369 to 372
CXII.	Treaty concluded with His Majesty the King of Burmah, dated 10th November 1862	269
	MALAYAN PENINSULA	373 to 378
CXIII.	Treaty of alliance concluded between the Tumongong of Johore and the Bhandahara of Pahang, dated 16th June 1862	374
CXIV.	Treaty concluded with His Highness the Tumongong of Johore, dated 19th December 1862	376
	CIS SUTLEJ STATES	379 to 381
CXV.	Sunnud conferring the fief of Mumdote on Newab Jellalooddeen, dated 5th December 1864	380
	HILL STATES	382 to 384
CXVI.	Engagement executed by the Rajah of Bussahir respecting forest management, dated 28th June 1864	382
	TRANS SUTLEJ STATES	385 to 390
CXVII.	Draft of an agreement executed by the Rajah of Chumba for the lease of the Chumba forests, dated 10th September 1864	385
CXVIII.	Sunnud granted to Duleep Singh, conferring on him the State of Bughut, dated 18th July 1864	390
	SINDIA	391 to 393
CXIX.	Khureeta from His Highness Maharajah Sindia respecting the fort of Gwalior, dated 29th March 1864	391
	Khureeta addressed to His Highness Maharajah Sindia, dated 12th April 1864	392
	Khureeta addressed to His Highness Maharajah Sindia, dated 21st December 1864	393

APPENDICES.

Muscat.—11 and 12 Vic., Cap. CXXVII	III
Sohar.—16 and 17 Vic., Cap. XVI	XI
Persian Gulf.—12 and 13 Vic., Cap. LXXXIV	XVIII
Slave Trade.—Instruction of the Government of India to Commanders of the H. E. I. Company's Ships	XXVIII

PART I.

TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO

SINDH, BELOCHISTAN, PERSIA, AND HERAT.

SINDH.

The Rajpoot dynasty who ruled in Sindh are said to have been conquered about A. D. 711 by the Mahomedans from Arabia. About A. D. 1025 the country was annexed to the Ghaznivide empire by Mahmood; and after various changes of rulers it was incorporated into the Delhi empire by Akbar in 1591, from which it was again dissevered in 1740 by Nadir Shah, who exacted from it a tribute of above twenty lakhs of Rupees. After the assassination of Nadir Shah, Sindh became subject to the Dourani emperors of Candahar.

Previous to the invasion of Nadir Shah, the Kaloras, a religious sect, had risen to power in Sindh, and the Chief of the tribe, Noor Mahomed, had been recognized as governor of the province. It was during the rule of his brother Gholam Shah that the connection of the British Government with Sindh commenced by the establishment of factories at Tatta and Shah-bunder in 1758. In that year Gholam Shah granted an order (No. I.) for the establishment of the factories and for certain immunities to trade. This order was renewed (No. II.) in 1761. During the rule of Sirferaz Khan, the eldest son of Gholam Shah, however, the trade was so much interfered with that the British Government found it necessary to withdraw their factories. This was done in 1775.

The violence and tyranny of Sirferaz Khan and his successors, who from jealousy put to death three of the Chiefs of the Talpore tribe, led to the overthrow of the Kalora dynasty. The Talpores are a Beloch tribe,

SINDH.

whose Chiefs had long held the first place in the service of the rulers of Sindh. To avenge the death of their Chiefs the Talpores rose, and, headed by Meer Futteh Ali Khan, Talpore, expelled the Kalora ruler Abd-ool-Nubbi. This revolution took place in the year 1786. The measures which Futteh Ali Khan took to establish his authority alarmed his relatives, Meer Sohrab and Meer Thara, who fled, seized on Kheirpore and Shah-bunder, and renounced the authority of their kinsman. Meer Futteh Ali Khan was never again able to extend his authority over the whole province, which henceforth remained divided into three separate principalities, *viz.*, Hyderabad or Lower Sindh under Futteh Ali Khan, Kheirpore or Upper Sindh under Meer Sohrab, and Meerpore under Meer Thara. In Hyderabad, Futteh Ali divided his power with his three brothers Gholam Ali, Kurm Ali, and Murad Ali, and from their real or apparent unanimity the brothers received the appellation of the Char Yar or four friends.

In 1799 the commercial intercourse between the British Government and Sindh was revived, and Futteh Ali Khan issued an order (No. III.) granting certain privileges in favour of English trade. But the advantages of this trade were over-rated. The promises of the Ameers were insincere, the representative of the British Government was rudely compelled to withdraw, and the influence of the British Government in Sindh was at an end. This arrogant and insulting behaviour of the Ameers was attributed to remonstrances from Zeman Shah and rumours of the growing power of the British Government consequent on the fall of Tippoo Sultan.

Futteh Ali died in 1801, leaving half his territory to his brother, Gholam Ali, and the remainder in equal shares to the other two brothers, with corresponding obligations for paying the expenses of the State and the annual tribute of thirteen lakhs to Cabool. In this arrangement Sobdar, the son of Futteh Ali, received no share of power. Gholam Ali died in 1811, and his son Meer Mahomed was also excluded from power, which was divided between the two surviving brothers, Kurm Ali and Murad Ali. The former died childless in 1828, leaving Murad Ali sole ruler of Lower Sindh. He died in 1835, leaving two sons, Noor Mahomed and Nusseer Khan. From this time till 1840 the government at Hyderabad was divided among the four sons of the "Char Yar," Noor

Mahomed the Chief Meer, his brother Nusseer Khan, and their two cousins, Sobdar son of Futteh Ali, and Meer Mahomed son of Gholam Ali. In 1840 Noor Mahomed died, leaving two sons, Shadad and Hussein Ali, under the guardianship of their uncle Nusseer Khan. These were the heads of the Hyderabad family at the time of the annexation of Sindh in 1843—Nusseer Khan, Sobdar, Meer Mahomed, Shadad and Hussein Ali between whom Noor Mahomed had divided his possessions by will.

In Upper Sindh and Meerpore the government remained undivided in the hands of single Chiefs. Meer Sohrab bequeathed his territory to his son Meer Roostum in 1830. Meer Thara had been succeeded the previous year in Meerpore by his son Sher Mahomed. These two Chiefs remained in power till the annexation.

The connection of the British Government was naturally more intimate with the Hyderabad family, who governed the lower valley of the Indus, than with the more remote branches of Kheirpore and Meerpore. After his accession, Gholam Ali deputed an Agent to Bombay, in 1803, to apologise for the expulsion of the British Agency by his late brother. Friendly relations, however, were not at once established in consequence of the evasion of the demand of the British Government for compensation. But in 1808, when the British Government were concerting measures against the threatened invasion of the French and the Persians by way of Afghanistan, it was deemed expedient to waive the demand. Captain Seton was sent as envoy to Sindh on the part of the Bombay government. He concluded an offensive and defensive Treaty* of seven

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* TRANSLATE of a DEED of AGREEMENT sealed and delivered by MEER GHOLAM ALI, Hakim of Sindh, to CAPTAIN DAVID SETON at Hyderabad, the 18th July 1808.

This Agreement has been drawn up in consequence of Captain David Seton, on the part of the Honourable Jonathan Duncan, Esq., Governor of Bombay, having arrived at Hyderabad, and having formed a firm alliance between the government of Sindh and the Honourable Company, and the Honourable Governor aforesaid.

ARTICLE 1.

That a firm alliance shall exist between the two States, and the friends of one the friends of the other, and the enemies of one the enemies of the other; and this shall remain for ever.

ARTICLE 2.

When the assistance of troops is required by either of the parties, it shall be granted when asked.

SINDH.

Articles with Gholam Shah. The Supreme Government, however, refused to ratify it, as it committed them to too close a connection with Sindh, and they sent an envoy of their own, Mr. N. H. Smith, to make new negotiations. A Treaty of four Articles (No. IV.) was concluded, on 22nd August 1809, with the then surviving brothers of the Hyderabad family. This Treaty provided for the exclusion of the French from Sindh, and the mutual despatch of vakeels by the British Government and the government of Sindh. In 1820 another Treaty (No. V.) was concluded with the two surviving brothers, Kurm Ali and Murad Ali, by which they agreed to exclude Europeans and Americans from their territories, and to prevent inroads into the British dominions. The subjects of the two governments were to be permitted to reside in each other's territories on condition of orderly and peaceable conduct.

On 4th April 1832 the first Treaty (No. VI.) was concluded with the Kheirpore family. Its provisions were chiefly of a commercial nature, Meer Roostum agreeing to throw open the navigation of the Indus* on the same condition as might be settled with the Hyderabad Ameers. The terms with the Hyderabad Ameers (No. VII.) were

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ARTICLE 3.

That the disaffected of one government shall not be protected by the other.

ARTICLE 4.

That when the servants of the Sindh government shall wish to purchase warlike stores in any of the ports belonging to the Honourable Company, they shall be permitted to do so, and be assisted in their purchases, and on paying their value be allowed to depart.

ARTICLE 5.

That an Agent on the part of the Honourable Company, for the increase of friendship and good-will, shall reside at the Court of the Meer of Sindh.

ARTICLE 6.

The claims on account of former loss in the time of Mr. Crow shall be dropped.

ARTICLE 7.

That a British factory in the town of Tatta only, on the same footing as in the time of the Caloree, shall, after the full satisfaction, perfect confidence, and with the leave of this government, be established.

And through the blessing of God there shall be no deviation from this firm alliance.

Dated 1*st Jemmadee-ool-Sany* 1223, *or* 24*th July* 1808.

* Regarding trade on the Indus see Treaties with Runjeet Sing and the Nawab of Bhawulpore, Vol. II., pages 231 and 355.

concluded on 20th and 22nd April 1832, and provided for the passage of traders by the rivers and roads in Sindh, subject to fixed duties, on condition that no armed vessels or military stores should be conveyed by these routes, and that English merchants should not settle in Sindh, but leave the country as soon as their business should be transacted. In 1834 this Treaty was modified by another (No. VIII.), which substituted for a duty on goods a toll of Rupees 570 between the sea and Roopur, of which Rupees 240 were to be paid to the Sindh Ameers, and the remainder to Bhawulpore and Runjeet Sing, and provided that bulk broken in the voyage should be charged with the local duties levied by the respective governments within whose territories the goods were sold.

The later Treaties with the Ameers of Sindh were more of a political nature, arising out of the measures taken by the British Government to re-establish Shah Suja in Cabool, to which it is necessary more particularly to advert.

In 1836 Runjeet Sing put forward claims to a tribute of twelve lakhs of Rupees from Sindh and threatened the invasion of Shikarpore, but the British Government induced him to abstain from hostilities, and offered to the Ameers of Sindh to mediate a settlement of Runjeet Sing's claims on condition of their granting certain concessions in favour of trade on the Indus, receiving a British Agent at Hyderabad, and conducting all their relations with Lahore through the British Government. A provisional engagement (No. IX.) was concluded with the Hyderabad Ameers for opening the trade on the Indus and stationing a British Agent at Shikarpore. Great repugnance, however, was shown to the reception of a British Agent at Hyderabad. Noor Mahomed Khan asserted that he was too weak to accept such a measure which was opposed to the feelings of his family and the whole Talpore tribe. But as concession on this point was made the essential preliminary condition of the British mediation with Runjeet Sing, the Ameer at last consented, and a Treaty (No. X.) was concluded, on the 20th April 1838, with Noor Mahomed Khan. Separate agreements to the same effect were given at the request of Noor Mahomed to the other Ameers, Nusseer Khan and Sobdar Khan, the object of this being to secure Noor Mahomed Khan in the position of head of the Hyderabad family.

SINDH.

The 4th Article of the tripartite Treaty* between the British Government, Runjeet Sing, and Shah Suja, bound Shah Suja to abide by whatever the British Government should settle regarding Shikarpore and the territory of Sindh on the right bank of the Indus, and the 16th Article provided that he should relinquish all claims to supremacy over Sindh and to arrears of tribute on the condition of the payment by the Ameers of such a sum as the British Government might determine, of which fifteen lakhs were to be paid to Runjeet Sing. In consideration of the advantages to be secured to the Ameers by the cessation of their dependence on Cabool and of all tributary claims, they were to be required to assist in the passage of the British armies to Afghanistan, to permit the temporary occupation of Shikarpore, and as much territory as would form a secure basis for the intended military operations, and to suspend that Article of the Treaty of 1832 which prohibited the transport of military stores by the Indus. The Ameers were at the same time told that any engagement on their part with the Shah of Persia would be considered as indicative of hostile feelings towards the British Government. The Resident in Sindh was also empowered, in the event of the British policy being opposed by the leading Ameers, to place at the head of the administration any member of the family whose disposition might be friendly and who might have sufficient influence in the country to recommend him.

With exception of Sobdar Khan, the Ameers of the Hyderabad family manifested the strongest disinclination to comply with the demands made on them. Less difficulty was found with the Kheirpore family. Mobarik Khan, indeed, and a small party attached to him, were subservient to the counsels of their relatives at Hyderabad. But Meer Roostum Ali Khan, who had long manifested a desire for a treaty with the British Government, by which he should be recognized as independent of Hyderabad, entered willingly into the British policy. A Treaty (No. XI.) similar to that made in the same year with the Nawab of Bhawulpore† was concluded with him on 24th December 1838, by which his territory was taken under British protection; he acknowledged the British supremacy, engaged to abstain from political intercourse with

* See Vol. II., page 251. † See Vol. II., page 367.

other States, was guaranteed in the independent administration of his territory, and engaged to assist in the passage of troops through his territory, and to cede temporarily the fortress of Bukker as a depôt for treasure and munitions of war. Subsidiary agreements were at the same time given to the other Ameers of the Kheirpore family, Mobarik Khan, Mahomed Khan, and Ali Murad Khan. It was at first intended to exclude Mobarik Khan from these arrangements in consequence of his avowed opposition to the British Government, but at the request of Roostum Ali Khan, a guarantee was given to Mobarik Khan as well as to the other Ameers.

In the mean time much opposition was experienced by the Resident at Hyderabad. The Ameers manifested the utmost repugnance to admit the pecuniary claims of Shah Suja, and pleaded that the Shah had already granted them releases* written on the Koran from all tributary

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* *Shah Suja-ool-molk to Murad Ali Khan.*

As the slaves of the presence are now about to proceed to conquer Khorassan and Iran, I have entered into the following Treaty, which I swear by God and the Koran to abide by. I will not remain above fifty days at Shikarpore, and will encamp on the Baghi Shahee. At the close of the above period, the slaves of the presence will move into Candahar, and I bestow Sindh and Shikarpore and their dependencies on you and your heirs and successors in the same manner that you now hold them. They shall be your territories and property. There shall be no oppression of the smallest degree, and, besides that, the royal favor will be greatly extended towards you, so that all the world may know it. This Treaty is vouchsafed on the Koran for your perfect satisfaction.

Written the 7th of Mohurrum, 1209 *Hegira.*

(The King's Sign Manual).

N. B.—The following remark is written in the hand-writing of the King himself:—

"This treaty is confirmed by the Koran. The royal slaves have bestowed of their own free will and pleasure the country of Sindh and Shikarpore as a jaghire on Meer Murad Ali Khan."

Shah Suja-ool-moolk to the Ameers Noor Mahomed and Nusseer Mahomed.

I hereby, in the name of God and by the sacred Koran, make this agreement, by which I bestow on you the country of Sindh and Shikarpore, and all their depnedencies, as a jaghire, which you are to enjoy and hold generation after generation. The said country will remain with you for the future, and no sort of oppression, however small, shall be attempted or practised. The friends and enemies of the King shall be considered your friends

SINDH.

payments. Sobdar Khan was throughout friendly in his bearing, but the other Ameers, more particularly Noor Mahomed and Nusseer Khan, acted with deep duplicity. While professing a strong desire for cordial friendship, they were holding secret intercourse with Persia. They threatened in a most insolent manner to oppose the passage of Shah Suja, permitted the Resident to be insulted and stoned, gave secret orders that no assistance should be rendered to the British force from Bombay, and tampered with the Nawab of Bhawulpore to seduce him from the alliance which he had just concluded with the British Government. The paramount importance, however, of hastening the completion of the measures for the occupation of Afghanistan induced the British Government to abate its demand, provided they could secure the passage of troops. The Resident therefore offered to the Ameers a Treaty framed on the principle of establishing the distinct independence of each of them and stationing a British force, to be subsidized, in the country, with the exemption of Meer Sobdar Khan from all payment on account of the expenses of that force. The Treaty was rejected by the Ameers, and every appearance of open hostility was exhibited. Preparations were made to attack their capital, when the Ameers assented to the demands made on them and signed the Treaty. But as a punishment for their hostility, a new condition was insisted on, that the Ameers of Hyderabad, with the exception of Sobdar Khan, should pay seven lakhs of Rupees each, being twenty-one lakhs in all, to Shah Suja, as the condition of their exemption from further claims.

While these events were occurring at Hyderabad, the reserve force from Bombay was fired on while approaching Kurrachee, and their landing was opposed. Fire was, therefore, opened on the fort, the sea-

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and enemies. Should you require any assistance in the way of troops on account of Sindh and Shikarpore, it shall be afforded from the royal army agreeably to your wishes. The slaves of the presence have no sort of claim or pretensions on Sindh or Shikarpore and their dependencies, nor will any be made. The Treaty which the fortunate slaves wrote with the royal hand-writing on the sacred Koran, in the name of Murad Ali Khan, of blessed memory, is renewed, as well as what is herein stated to you, and not a hair breadth's difference shall occur in it. The royal favour and approbation shall be bestowed and showered on you beyond that shown to the other well-wishers of the King.

(Signed by the King's Sign Manual in red ink.)

face of which was levelled with the ground. The fort was taken, and the Governor of the town was required (No. XII.) to give over military occupation of it to the British Government.

The Treaty which had been concluded between the Resident and the Ameers was not confirmed in its entirety by government. Several modifications were made in it, and it was reduced from 23 to 14 Articles, and the revised Treaty (No. XIII.) signed by the Governor General was offered separately for the acceptance of the four Ameers. After some demur the Ameers signed it, being chiefly induced to do so by the example of Meer Sobdar Khan.

In the mean time Sher Mahomed Khan, of Meerpore, also expressed a wish to enter into a Treaty with the British Government. His object was to obtain the same terms as had been granted to Sobdar Khan of Hyderabad, that is to say, exemption from all payments towards the subsidiary force. Government, however, refused to treat with him on such terms, and required a payment of half a lakh a year. To this the Ameer assented, and a Treaty (No. XIV.) was concluded with him in June 1841.

Delay and difficulty soon began to be felt in realizing the tribute from the Ameers, and Lord Ellenborough, deeming the demand of pecuniary tribute from Native States to be a constant cause of misunderstanding, resolved to commute it, whenever possible, to a cession of land. In pursuance of this policy, negotiations were opened with the Ameers for the cession of Shikarpore in lieu of the tribute. Meer Nusseer Khan of Hyderabad readily offered to cede his own share of Shikarpore and that of his late brother Noor Mahomed on condition of being allowed to retain the nominal sovereignty. The negotiations were nearly concluded, when the first news of the disasters at Cabool arrived and produced an entire change of feeling in the Ameers, and induced them to break off the discussion. Meer Roostum Ali of Kheirpore and Nusseer Khan of Hyderabad also began to intrigue for the expulsion of the British forces from Sindh. They were therefore distinctly warned that on the day on which infidelity to their engagements might be proved, their territories would pass from them.

In August 1842 Sir C. Napier was appointed to the military command in Sindh and Belochistan, and invested with authority over all civil and political officers in these territories. Besides the suspicion

SINDH.

of the fidelity of the Ameers, there were other circumstances arising out of a misunderstanding of those Articles of the Treaty relating to trade which called for a revision of the engagements. The most important discussion related to the interpretation of the 11th Article. The Ameers insisted that the Article exempted only foreign boats from duty on the Indus, while the British Government maintained that all boats, as well those of Sindh as of other States, were entitled to pass duty free. The objects which, under the instructions of government, were to be kept in view in any new engagement with the Ameers were the free navigation of the Indus, the cession of territory in exchange for tribute, the establishment of a uniform currency in Sindh, and the cession of territory to the Nawab of Bhawulpore, who throughout the disasters in Afghanistan had remained faithful to his engagements. A draft Treaty embodying these demands was offered to the Ameers towards the close of 1842. Naturally enough the most serious remonstrances were made against the measures which government proposed to force on them. There seemed no hope of an amicable settlement. The British troops were advancing to enforce the demands, and on 9th February 1843 the Ameers intimated their willingness to subscribe the Treaty if Roostum Ali Khan, of Kheirpore, were restored to his rights of which he had been deprived by his younger brother Ali Murad.

Meer Sohrab, of Kheirpore, had retired from public life in 1811, and abdicated in favour of his son Meer Roostum Ali. But by his will, which he made in 1829, he divided his territory among his sons in four shares, of which Meer Roostum, as the successor to the "Turban" or government, held two, and Mobarik Ali and Ali Murad were to receive one each. Ali Murad, who was an infant at the time of his father's death, and was committed to the care of Mobarik Ali, always believed himself to have been defrauded by his guardian. However this may be, he received* from the British Government in 1838 a separate guarantee for the States he held in Kheirpore. Mobarik Ali died in 1839, but the dispute was inherited by his son Nusseer Khan, with whom Meer Roostum Ali sided. In September 1842 the brothers met in battle. Roostum and Nusseer Khan were defeated, and signed the Nownahar

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* See above, page 7.

Treaty,* by which they assigned nine villages to Ali Murad, seven of which belonged to Meer Roostum and two to Nusseer Khan. When Sir C. Napier arrived in Upper Sindh, Ali Murad complained to him that his brother Roostum was endeavouring to secure the succession to the Turban to one of his own sons to the prejudice of Ali Murad's right. Sir C. Napier

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* TRANSLATION of the TREATY made between MEER ROOSTUM KHAN, Talpore, and MEER ALI MURAD KHAN, Talpore, as written on the Koran, which was produced by Ali Murad to the Commission in 1850.

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised!

Meer Saheb Meer Roostum Khan, Talpore, made peace and bound himself by promise with Meer Ali Murad Khan, Talpore, to this effect, that as a dispute arose between Meer Ali Murad Khan and Meer Nusseer Khan on the subject of the boundary of Soondurbealy, in which Meer Nusseer Khan was proved to have encroached, Meer Ali Murad Khan having expended lakhs of Rupees came to fight with Meer Nusseer Khan. In the mean time, in order to put an end to disturbances, and considering the expense in cash and jaghires which Meer Ali Murad Khan has incurred on account of his army, I give over the villages of Khanwahun, Abayanee, Bucha, Daree, Ghurukna the villages Rayna and Paleeja, with my free will, and that of Meer Nusseer Khan to Ali Murad Khan, that he may enjoy them from the commencement of the season Khureef 1253, and I (Meer Roostum) will depute a vakeel to get this Treaty sanctioned by the British Authorities. I will never cause any molestation against the said villages; neither my sons nor Meer Nusseer Khan, nor his relations, will raise any claims to this country. If they attempt to do so they are false; and as regards the villages of Pupurlooee, Obree, and Shah Bella, Mahomed Obag and Mahlanee, which are the right of Meer Ali Murad Khan, although they were in the possession of Meer Mobarik Khan, Meer Ali Murad Khan has got them back through the British Government; neither Meer Nusseer Khan nor his children are to set forth their claims to the said villages, or apply to the British Government for them. If they attempt to do so, they are false, and I, together with my sons, shall take part with Meer Ali Murad Khan, as he is in the right, and the boundary of Soondurbealy, as may be settled by the Ameers, I will give into the possession of Meer Ali Murad Khan. There is no difference in this Treaty, nor will any be made. God is witness.

Roostum Fuqueer, Talpore.	Meer Ali Akbar Khan, Talpore.	Meer Nusseer Khan, Talpore.

Dated 9th Shaban 1258.

SINDH.

replied that by Treaty the chieftaincy belonged to Meer Roostum for life, but that at his death it would be transferred to Ali Murad. With this assurance Ali Murad seemed satisfied, and from that day he attached himself firmly to the British interests. When the British army was advancing to enforce the demands contained in the draft Treaty, Meer Roostum offered to come into Sir C. Napier's camp and to put himself under his protection. He was told he should rather seek the protection of Ali Murad. He did so, and shortly afterwards it was reported that he had resigned the Turban to his younger brother, and that he had written the resignation* in the most solemn manner in the Koran. The

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COPY of the TREATY of Nownahar written on the leaf said to have been extracted from the Koran.

Translation.

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised!

Meer Saheb Meer Roostum Khan, Talpore, made peace and bound himself by promise with Meer Ali Murad Khan, Talpore, to this effect, that as a dispute arose between Meer Ali Murad Khan and Meer Nusseer Khan on the subject of the boundary of Soondurbealy, in which Meer Nusseer Khan was proved to have encroached, Meer Ali Murad Khan having expended lakhs of Rupees came to fight with Meer Nusseer Khan. In the mean time, in order to put an end to disturbances, &c., considering the expense in cash and jaghires which Meer Ali Murad Khan has incurred on account of his army, I gave over the villages of Khanwahun, Abayanee, Bucha, Daree, Ghurukna, the villages Rayna and Paleeja, with my free will, and the village Dadloo, and pergunnah(*a*) Mathela with my own free will and that of Meer Nusseer Khan.

(*a*) The word "deh" appears here to have been altered to "Pergunnah," and in attempting to make "bu-mirzee" into "Mehurkee," the papers seem to have been spoiled.

* Praise be to God and blessings on the prophet and his family!

Meer Roostum Khan, Talpore, has made a compact, and formed a Treaty with Meer Ali Murad Khan, Talpore, to the following effect:—At this time during the supremacy of the powerful and exalted English Government, and from the autumn of 1253, I Meer Roostum Khan, of my own free will and pleasure, according to the rule and custom of the Chiefs of Hyderabad, present to Meer Ali Murad Khan (who is worthy of the Chiefship) the Turban of the Chiefship and brotherhood, with the control of the whole of my country, with the (sur shemeari) capitation tax, (meer luchuree) river dues, and (jayeya) tax on others than Mahomedans, and farms, and tolls, and fisheries, as specified below, so that during my life-time, having occupied the seat of Chiefship, he may take into his entire possession the countries specified below. No one of my sons or nephews has or shall have claim or entry in this same Turban and this same country, which I of my free will and pleasure bestow in

resignation was made after Meer Roostum had taken from Ali Murad an engagement* securing a provision for himself, his sons, and his nephews. When Sir C. Napier heard of the resignation, he asked an interview with

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gift. If any one advances a claim, he is a liar. The administration of affairs, the control of the army, the negotiations with the English, all now depend on the will of Meer Ali Murad Khan. In this compact the oath of the Koran is used; there shall not be the variation of a hair's breadth. God is a sufficient witness. Written on the 17th Tekiad 1258 A. H. (December 20th, 1842); 1st, Pergunnahs Kholiara Chehoor, Alleecareea, and Kuhtera; 2nd, Pergunnahs Nowshera Praze; 3rd, ditto Kundbarra, with Cherpore and Laharee; 4th, Sud Kokun; 5th, ditto Meerpore, Manhilas, and Kunoorkee; 6th, sandy territory in Rene and Nara; 7th, forts Shahgurh, Sirdashgurh, and other forts; 8th, Pergunnahs Obara, Kheirpore, Hurkee; 9th, ditto Imamwah; 10th, ditto Bahoonuck and Burah; 11th, one-third of Subzul and Pergunnah Moozucka; 12th, Pergunnah Shikarpore Mor Ali; 13th, ditto Roopa; 14th, ditto Bulbudka; 15th, ditto Chuck Moozargah; 16th, ditto Kushmoor.

* I, Meer Ali Murad, Talpore, requested Meer Roostum Khan, on account of his old age and weakly state, to abdicate the Turban in my favour and give over in writing all the country; that I would be responsible in every way to the British Government. The Meer consented to abdicate the Turban and to give over in writing the whole country and also the fortresses, but he required that I would agree to four Articles, after which he would give over to me in writing the whole country. These Articles are as follows:—

ARTICLE 1.

That the country north of Roree, according to the proclamation, belongs to the British.

ARTICLE 2.

The country belonging to the sons of Meer Mobarik Khan.

ARTICLE 3.

The country belonging to the sons of Meer Roostum Khan.

ARTICLE 4.

My (that is, Meer Roostum's) expenses.

I consented to the above Articles, taking upon myself the whole responsibility. I do now declare, giving the same in writing, that if the British Government remonstrate with Meer Roostum Khan and demand why he made over the country north of Roree to Meer Ali Murad, I will be answerable and satisfy the English Government. If they demand the country, I will give it up, but I will not allow Meer Roostum Khan to suffer one word of annoyance. To the sons of Meer Roostum Khan, whom I look upon as my own brothers, I will restore their jaghires; I will in no way depart from this. To take one span of their lands is unlawful. I have no claim whatsoever to their jaghires; it is their right, and their right they shall receive. The country belonging to the sons of Meer Mobarik Khan should I not take, the British Government will, I will, therefore, now appropriate their country, which I will afterwards make over to them. I have no claim whatever on their country; one single span of their country in my possession would be unlawful; the country

SINDH. Meer Roostum. But the Ameer did not wait for it. He fled to the desert, and Ali Murad was recognised by Sir C. Napier as Chief of Kheirpore. It was for the restoration of Meer Roostum to the rights of which he had been thus deprived, involuntarily as was afterwards proved, that the Ameers stipulated as the condition of their signing the proposed Treaty. Major Outram, the British Commissioner, had no power to re-open this subject. At last, on 14th February, the Ameers, except Nusseer Khan of Kheirpore, signed the Treaty (No. XV.) leaving Meer Roostum's rights to future investigation. Next day the residence of Major Outram was attacked by 8,000 of the troops of the Ameers. After a most gallant defence the escort made their way to the main army. The battles of Mianee and Dubba subjected the whole of Sindh to the British Government, with the exception of the possessions of Ali Murad, who was established as Chief of Kheirpore in the territories which belonged to Meer Roostum, both by inheritance and in right of the Turban, as well as in the lands of which he himself stood rightfully possessed at the time of the conquest.

As all the territory of Sindh, with the exception of the portion to be continued to Ali Murad, was confiscated by the British Government, it of course became Ali Murad's interest to establish his right to as large a portion of the lands of Kheirpore as possible. To effect this he attempted to alter that clause of the Treaty of Nownahar, which conferred on him two villages belonging to Nusseer Khan, in such a manner as to secure for himself large districts of the same name instead of

is their right, and their right they shall receive. As for Meer Roostum Khan, his family, servants, male and female slaves, I will provide for all either in land or in money; nothing shall be deficient. I will serve him as he wishes. These Articles I have written out in the form of a Treaty that hereafter they may remain as proof, and that no differences may occur, God is my witness.

Dated the 16th Zilcadah 1258, A. D. 19*th December* 1842.

Postscript.—Meer Roostum Khan to retain possession of Kheirpore for life.

Dated as above. Confirmed.

Meer Ali Murad's Seal.

insignificant villages. In doing so the leaf of the Koran on which the Treaty was written became spoiled. The leaf was therefore extracted and the Treaty was written on a fresh leaf in such a way as to suit Ali Murad's purpose. This fraud was clearly established by a Commission, which met in 1850 to investigate the matter, and as a punishment for it Ali Murad was degraded from the rank of Rais of Kheirpore, and deprived of all his territories, except those which he inherited under his father's will. The* revenue of his present possessions is estimated at Rupees 3,50,000. He enjoys first class jurisdiction, having power to try for capital offences any persons except British subjects.

After the conquest the deposed Ameers were removed from Sindh and pensions were granted them by the British Government. With the exception of Sher Mahomed, of Meerpore, all are dead; but their descendants continue to receive liberal pensions. Most of the members of the Talpore family have been permitted to return to Sindh. The pensions at present drawn by the different members of the family amount to Rupees, *viz.*:—

	Rupees.
The Hyderabad family	1,73,013
The Kheirpore family	1,79,540
The Meerpore family	60,200
Total ...	4,12,753

No. I.

PERWANNAHS, &c., from the PRINCE of SINDH in 1758.

No. 1.—COPY (attested by CODJEE MAHOMED YAYA) of the Perwannah from GHOLAM SHAH ABASSIE, dated the 22nd September 1758.

Be it known to all commanders, officers, fuqueers, farmers, and inhabitants of Durat, Laree-bunder, Aurunga-bunder, Garranchere Darajah, Chavatra Massotie, Nakass, Barbundie, Galabajar, Agur, Goozer Rajah Gunt, Johibar, Sarkar Chachagom, Charcarhallow, Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Nohorey Abey, &c., places belonging to Sircar, that Mr. Sumption, gomastah belonging to the Honourable English Company, informed me here that on all the goods he

SINDH.

No. I.

purchases and sends for the Honourable Company to Bombay he pays no more than one and a half per cent. customs on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual, but on all Europe goods which shall be sent from Bombay for Coodabage, Laree, Multon, &c., half of what customs, &c., charges (such as passports, convoy, lodging, Duan Towff, Canah, &c.,) the Multon merchants pay; and should there be such goods as the Multuny never carry, and be it possible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants used to pay on the same; but nobody is to demand any thing more. And the same customs, &c., as are above mentioned they are to pay on the hing, indigo, &c., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by anybody for them in the Sircar's place, or anywhere else; but no officers, farmers, &c., are to demand any thing more from them, but let them carry on their trade unmolested. And I further order that should their goods not be disposed of and they want to carry them back, no customs shall be demanded thereon, nor on any provisions which Mr. Sumption shall send from any place on board their ships for their maintenance. They are also not to demand any thing for their gardens, nor in any shape molest their gardeners, boats, vessels, &c., or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one shall presume to make any new customs to their prejudice, or in any shape put any affront on them or their people. They have also free liberty to provide any sort of grain, and sell the same and any European goods at any rate they please. The customs on the dubbers of ghee, oil, &c., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; and the customs on the elephants' teeth are to be received on the amount of sale when they are sold. And should Mr. Sumption either buy or build a house or warehouse at Aurunga Bunder or at Tatta, my said people are to give him all the assistance they can, that it may cost him only a reasonable price, and he is to have all the encouragement for carrying on

his trade, as it will be an advantage to the government; but no other Englishman shall have a house or any encouragement. And as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

No. 2.—TRANSLATION of GHOLAM SHAH, Prince of Sindh's Perwannah, for the HONOURABLE COMPANY'S customs, privileges, &c., at Sindh, dated 22nd September 1758.

To all Fuqueers (a term for the Scroys, or people of the Prince's caste, inhabitants of the upper part of the country), Diredars, Muttaseddees that are at present or shall in future come into offices of the customs, whether under the sovereign power, or farmed out at the Dirt or (Tatta custom-house), Laree-bunder, Aurunga-bunder, Garranchere Darajah, Chavatra Massotie Nakass, Barbundie, Galabajar (or grain custom-house), Agur, Guzer Rajah Gunt, Johibar, Sarkar Cachlon Charcarhallow (names of countries), Sarkar Nassepore, Holcandy, Sarkar Soviston, Coodabage Ruree, and all other places within my dominions: Know ye (or observe) that the wealthy, true, faithful, and friendly Mr. Sumption, English Agent here, has made application or requested that the honourable, great, noble, and highly esteemed English Company of India and Bombay may, on whatever trade or merchandize they transact goods, import or export, buy or sell, pay only one and a half per cent. customs on the valuation of the real price of the place, which I have condescended to and hereby grant; furthermore, that the gomastah (or agent) for the said Honourable Company of India may have the privilege, on whatever goods he imports from abroad, and chooses to export up the country to Coodabad Ruree, Multon, &c., to receive a putta (or permit), and whatever goods he may purchase there or above, to pay only the above-mentioned customs; and of the Lauvasma (or customary charges) on the putta goods, such as Rawdarree, Deradarre, Munket, Nut, Furhutt, Nungana, Dusturehoy Duana, Moota, at Coodabad, Circarwarry, Donnee, and other Nosem Kalsay Duanna Pescharry, Joab Khanna, &c., the half only of what paid by the Company of Multon merchants, which

SINDH.

No. I.

is required to be duly observed, and at any place, or wherever there be not a settled custom on the Multon merchants, the half only of what is paid by others, the greatest or principal merchants, and at your peril not to ask, demand, or receive more; and if the aforesaid Agent should purchase, bring down, and export out of the country, from Tatta, hing, indigo, or any other goods which he may not formerly have dealt in, or hath a settled custom for, to receive only the above-mentioned customs and rates by the Custom-master, Duanna, &c., as aforesaid, and more (on no terms) to ask or demand. And furthermore, if the above said gomastah or agent should, in any part within the extent of my dominions, of himself extract or purchase from others saltpetre, the customs on the true valuation, at the price of the place, with all customary charges included, I have settled and affixed thereon, *viz.*, in whatever place, within my government or dominions, that he may extract or purchase, to receive on it, in that place only, the above said custom of one and a half per cent.; and that my Muttaseddees, Custom-masters, Diredars, Radawrs, Guzervans do not, on any pretence of customs or customary rights, customs on boats, Moressor or Misseree on ditto boats, Chitts, or other usual customs, in no place within my territories, give any impediment to them; but the above said gomastah may, without trouble and in a satisfactory manner, carry on and transact his business without molestation; and that no other person may be permitted to export the aforesaid commodity, and that whatever goods he may import here and not meet a sale for, if he, sooner or later, first or last, export them again, by no means to demand any customs, charges, &c., or give any impediment to their exportation.

And at the time of their ship's arrival at any of my bunders (or ports), if they should purchase provisions for the English and lascars of their ships, such as bullocks, cows, goats, sheep, or other necessaries, at Tatta, or from out of the country, and export in ships, on no terms to ask, demand, receive, or give the least trouble concerning customs thereon. Furthermore, for customs or other customary dues on the English garden, which they may keep for their pleasure, to give no trouble, or make any demands thereon, nor let their gardener be subject to be pressed or molested on any occasion, as you are to observe I hereby exempt them therefrom; and the chests of wearing clothes of the

English, and other necessaries they may bring or carry with them, you are on no terms to give them trouble about opening, or demand the sight of, on any pretence whatever.

And for customs of Moree, Misseree, &c., on their boat they may hire or keep to go to and fro in, not to ask or make any demand on; and on their servants, and those under their protection, by no means to receive or give them any trouble, on account of head-money, or other dues of any kind, received from my subjects, or for any other new customs or demands that may arise or be collected in my country.

And for any Nirkana (customs on rice) or leave of carrying to their house of grain, sold in Tatta or Nungana, on cotton imported from abroad, to make no demand or give any trouble thereon; and for Nungana on ghee and oil, agreeable to the custom of maund, for a dubber, to make account as usual and receive the customary dues; and whether it is put in small buttaroes or larger jocks, or in other vessels (larger or smaller) to make account on the customs of maunds, eight maunds per dubber; and on the Lauvasma, or customs on the sale of elephants' teeth, to receive, when sold, the usual custom of nine per cent. paid by the buyer and no more.

And if the aforesaid gomastah (or agent) should, at Tatta or Aurunga-bunder, choose to buy or build a house for a factory, do you give him all the assistance, to the utmost of your power, to assist and forward him therein, and at the least expense, that they may settle in my country, in a strong secure factory, to their satisfaction, so as to trade with spirit and without apprehension, to the increase of revenues and advantage of my country; and that no other Englishmen be permitted those favours; and that they may at pleasure, and without control, receive the customary dues and privileges of their factories. As the bestowing favours and continuing friendship with the English is desirable in my presence, therefore insist that due regard (in every respect) be paid to the above Sunnud, and no demand made for new ones.

Dated at Ahmedabad, in Sindh, 18*th Maharim,* 1172 *of the Hegira, or September* 22*nd,* 1758.

SINDH.

No. I.

No. 3.—LETTER from GHOLAM SHAH, Prince of SINDH, to MR. ROBERT SUMPTION dated 11th December 1758.

I now inform you that I am arrived with all my forces in the fort of Shah-bunder, and have determined to collect no customs (not even a single pice) on the goods that any King's merchants may bring to Shah-bunder, but on all exported from hence they are to pay the usual customs. You may be sure of this my determination, and import goods from any parts to trade here.

I hope you will soon send your man here to choose a place for building a house or factory.

No. 4.—ORDER from GHOLAM SHAH, Prince of SINDH, to his Metah Coostamdas, dated 18th December 1758, and attested under the Codjee's Seal.

You are hereby ordered not to demand any customs on the goods which Mr. Sumption may import, and likewise to let him have any place which he may choose for building a factory on. Give him all the assistance in your power, and be a friend to him, that he may think himself at liberty in carrying on his trade for the good of the port.

No. 5.—COPY (attested under CODJEE MAHOMED YAYA's Seal) of the Perwannah from GHOLAM SHAH ABASSIE, dated 18th Maharim, or 22nd September 1758.

Be it known to all commanders, officers, farmers, and inhabitants of Durat Laree-bunder, Aurunga-bunder, Garranchere Darajah, Chavatra Massotic, Nakass, Barbundie, Galabajar, Goozer Rajah Gunt, Johibar, Sarkar Chachlon Charearhallow, Sarkar Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Lorah, &c., places belonging to Sarkar, that Mr. Sumption, gomastah, or agent, did, for and in behalf of the Governor belonging to the English Company of India and Bombay, inform here that on all the goods he purchases and sells for the Honourable Company he pays no more than one and a half per cent. customs on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual; but

on all Europe goods which may be sent from Bombay here and hence to Coodabage, Laree, Multon, &c., or any brought from thence, they are to pay on the same half of what customs and charges (such as passports, convoy, lodging, duan towff, canah, choukey, &c.,) the Multon merchants pay; and should there be such goods as the Multuny never carry, and it be impossible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants pay on the same, but nobody is to demand any thing more; and the same customs, &c., as are above mentioned they are to pay on the hing, indigo, &c., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by anybody for them in Sircar's place or anywhere else; but no officers, farmers, &c., are to demand any thing more from them, but let them carry on their trade unmolested; and the above-mentioned goods nobody else shall have liberty to buy. And I further order that should their goods not be disposed of and they want to carry them back, no custom shall be demanded on them, nor on any provisions which they may provide at Tatta, &c., places, to send on board their ships for their maintenance. They are also not to demand anything for their gardens, nor in any shape molest their gardeners, boats, vessels, &c., conveyances, or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one must presume to make any new customs to their prejudice, by any former rules or rates, or in any shape put any affront on them and their people. They have also free liberty to provide any sort of grain, and sell the same and any Europe goods at any rate they please. The customs on the dubbers of ghee, oil, &c., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; the customs on elephants' teeth are to be received on the amount of sale, when sold, at the same rate as was usual in the time of the Prince Mahomed Murad; and should the Governor either buy or build a house for a factory at Aurunga-bunder or at Tatta, my said people are to give him all the assistance, that it may cost him a reasonable price; and he is to have all encouragement for carrying on his

trade, as it will be an advantage to the government; but no other nation that wear hats shall have permission for it; and as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

No. II.

Three Perwannahs from the Prince of Sindh, 1761.

A Perwannah granted by Gholam Shah, Prince of Sindh, on the 22nd April 1761.

Be it known to all Fuqueers, Governors, or other officers, who now are or hereafter may be in authority in the department of customs or farms at Tatta, Shah-bunder, Aurunga-bunder, Carrachere or Darajah, the customs on cattle, &c., called Nekass, package, grain, Bazar customs on leather, and the Gott Chuabar, the Sircar of Cachlon and Charcar-hallow, the Sircar of Nassecpore, &c. Holcandy, the Sircar of Sevastan, Coodabad Ruree, and all other places within our dominions, that the noble Mr. Erskine, an Englishman, and Resident for affairs of the potent, magnificent, and Honourable English Company in Sindh, being come to our court for the more firmly establishing the factory of his superiors, has requested, and we have, on account of the strict friendship subsisting between us and the said Honourable Company, granted, and do hereby particularly order that besides the English, no other Europeans shall either import or export goods or merchandize, or come and go upon that account within the dominions of Sindh, or the Soubah of Tatta and Buchor, or any other of the bunders under our authority.

Whatever goods or merchandize belonging to the said factory or its dependants shall be imported at any of the bunders are to be exempted from paying any import customs, agreeable to our former grants, and therefore none are to be demanded. If they carry goods either from the Bunders to Tatta, up-country, on paying the customs they did formerly, certificates must be given them, and nothing further is to be demanded, on any account, that they may carry on their trade

with ease and satisfaction. Whatever goods they may export from any of the bunders are to pay one and a half per cent. agreeably to our former perwannah; or if goods are purchased by them and exported from Tatta, they are to pay such customs as were before usual, and nothing further is to be demanded. No other merchant but the aforesaid Resident is to purchase for exportation any of the saltpetre that may be produced in Scindy, or within our dominions; or if they purchase and export this article they shall be punished in such a manner as shall deter them for ever again interfering in that trade. Whatever saltpetre the aforesaid Company's Resident shall either extract in any part of our dominions, or purchase of other merchants, and refine, the custom farmers, at such places, shall receive the customs thereon as formerly, that the said Company's dependants may carry on this trade to their satisfaction. If they dispatch their own dingeys, gallivats, or other vessels to the Bar, after proper precautions, permissions shall be granted, and they meet with no impediment, which is to be strictly observed; or if their said vessels are sent up and down the river on their factory business, and passing under Shah Gurh, or by the guard-vessels, &c., on permission granted, they are not to be stopped, that they may come and go without trouble. Should it happen, which God forbid, that any of their ships, gallivats, boats, &c., should run ashore, or be wrecked, either on our bars, coasts, or without our rivers, our officers in such places are to assist them; and whatever effects may be saved, belonging to such vessels, whether rigging, necessaries belonging to the crew, or other goods, are to be delivered, to the smallest item, to the Resident aforesaid, he paying reasonably for the labour and pains of those who may assist in saving them. Should the aforesaid Resident choose to build a brick house at Shah-bunder, or make a garden for his recreation, on any spot of ground he may like, he is to receive all the assistance possible for doing it quickly; and whatever former Sunnuds they have received are to remain in full force, and not to be objected to or disputed on any account. It being our pleasure to satisfy the said Honourable English Company, therefore the above must be strictly observed, and no new perwannahs demanded.

Dated the 16th of Ramzan 1174, *or 22nd of April* 1761.

SINDH.

No. II.

PERWANNAH granted by GHOLAM SHAH, Prince of SINDH, on the 23rd of April 1761.

Be it known to the officers of the customs, or farmers of the revenues appertaining to the zemindaree of Shah-bunder and Cachrawly that at this time Mr. Erskine, Resident for the Honourable English Company in Sindh, has requested that all their vessels might be exempted from paying the Moree of Rupees 25 on each vessel, formerly paid the Imaum; and we, being willing to grant his request, do therefore exempt all their vessels from paying the said Moree of Rupees 25 on each vessel. and now order you not to demand the same; but if more than the sum of Rupees 25 was formerly paid for each vessel, the overplus is to be recovered.

Let this be strictly observed.

Dated the 17*th of Ramzan* 1174, *or the* 23*rd of April* A. D. 1761.

PERWANNAH granted by GHOLAM SHAH, Prince of SINDH, on the 22nd of April 1761.

Be it known to all Fuqueers, Governors, and other officers who now are, or hereafter may be, employed or concerned either in the collecting or farming the customs from the sea to Raree, and all other places within our dominions, that Mr. Erskine, Resident of the Honourable English Company's factory in Sindh, and their other servants and dependants, send boats and camels up and down in our dominions, with trade and merchandize: You are, therefore, on seeing this perwannah, not to demand the usual charges of Moree, Misree, or Goozurbanee, or Sooze, and employ them on our business on any pretence whatever; nor is any person belonging to us, on any of the above accounts, to impede or otherwise stop or hinder boats or camels belonging to them, that they may carry on their business without difficulty, and make the customs increase.

Let this be most punctually observed, and no person offer to dispute it.

Dated the 16*th of Ramzan* 1174, *or the* 22*nd of April* A. D. 1761.

SINDH.
No. III.

No. III.

Signature of the private Secretary.		Signature of the public Secretary.
	Seal of Meer Futteh Ali Khan.	
Signature of the Moonshee.		Signature of the Accountant.

The Collectors and farmers, at this period and hereafter, of the town of Kurrachee, will understand that at this time N. Crow, Englishman, vakeel of the asylum of valor, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, noble, powerful, renowned English Company Bahadoor, has arrived at our presence and requested the establishment of a commercial factory in the town of Kurrachee, and the adjustment of customs on merchandize, export and import to and from foreign ports, and purchases and sales in the territories of Sindh, and other exportations and importations. For the sake, therefore, of the friendship of the English Company, one-third in the articles of customs only shall be remitted in the collections of duties on the trade of the English factory, and all the fees levied as usual with the other merchants. It is commanded that you forego, then, in levying duties on the trade of the English factory, one-third in the article of customs only, collecting all the regulated fees, as usual, amongst the merchants, in order that the agents of the English may with confidence labour to increase our customs and their own trade. On account of weight or measure of their goods, or the inspection of trunks of the Resident's baggage, no molestation must be offered, but his invoice and word be taken. The duties on provisions and articles of consumption of the English and the crews of their ships, and the fee of Moree on their ships, vessels, and dingeys, to be regulated by the custom in use amongst other merchants. If by

SINDH. No. III.

accident any ship or dingey belonging to the English coming or going with cargo to or from Sindh should be stranded or sunk on the coast of Kurrachee, the best assistance is to be rendered towards recovering her, and she must without hesitation be delivered up, the English Resident discharging the expense of labourers. The dependants of the Resident are not to be pressed on government service, nor compelled to purchase government property. A spot of ground for a country house to the English factory, and four beegahs of ground for a garden, outside of the fort of Kurrachee, are given to the Resident with exemption from land or fee tax, and it is commanded that they be delivered to him where-ever he may prefer, there being no inhabitants nor claims of possessions; towards building the house you will afford assistance, the English Resident paying the expences. Maistre Suchanund, Collector for the time being, will levy customs on the merchandize of the English and the importations of their ships according to the above written, the garden excepted, and all other fees he will remember agreeably to the purport of this, which is peremptory.

Dated 16*th Rubbee-ool-Awul in the year of the Hegira* 1214 *the* 18*th of August* 1799 *of the Christian era.*

It is repeated that the customs and fees are to be levied in correspondence with the established rates of import underneath detailed.

Customs and fees on all exportations and importations by sea :—

Customs.

Rupees 3 and ¼ per cent. on the market price of imports; Rupees 2 per cent. on the amount purchase of exports (one-third excused in this article of customs only).

Luwazime Gutree Rupees 18 on every bale of Tatta piece goods exported.

Moree upon vessels of all burdens; Rupees 2-3·75 arriving, Rupees 2-1·75 departing.

Khirwara upon wheat, rice, jowaree; Rupees 2-2 the Rhinwar imported or exported; upon barley and paddy Rupee 1-1; the Rhinwar upon white grain Rupee 1-3.

Fees.

Moajdurea one pice upon every Rupee in the amount of customs.
Foujdaree Rupee 1 qr. 2 rs. 4 per cent. in the amount purchase.
Customs and fees on all importations and exportations by land.
Customs and fees upon all dealings with the Putan merchants.

Customs.

Rupees 3-1 per cent. upon sales and purchases (not excused).

Fees.

Booratun Rupee 1 per cent. upon sales and purchases; Moajdurea 1 pice on every Rupee amount customs; nut 2 pice and ½ on every camel load.

Customs of Kurrachee upon all dealings of other merchants Rupees 4 and ¼ per cent. on all; value of imports above Rupees 4, 3 pice on every Rupee; value below that sum, Rupees 2 per cent. on the market price of exports.

(These are the rates on all articles, but grain, excused).

Fees.

Booratun Rupee 1 per cent. on the market price of all imports or exports.

Nut 1 anna and ½ on every camel-load of grain coming or going; 2 pice and ½ on every camel-load of other goods coming or going; Moajdurea 1 pice on every Rupee amount customs.

Dhurtoya 1 seer and ½ and 2 annas' weight on each Rhinwar of grain if brought from the country and immediately laden on boats; Choongee 24 seers on each Rhinwar, in the same circumstances.

Rates.

Rates of duty on distinct articles.

Upon every camel-load of indigo brought from Khorassan to be exported, if large, Rupees 22, if small, Rupees 15.

Upon assafœtida brought from Khorassan to be exported, Rupees 14 per 8 maunds.

Upon all articles besides those brought from up the country and immediately exported, Rupees 2 per cent. (not excused).

Fees.

Upon lead and iron, if purchased in Kurrachee and sent abroad, a fee to the Collector of Rupee 1 on each maund of lead, and on each maund of iron annas 8.

Signature of the Private Secretary.		Signature of the Public Secretary.
	Seal of Meer Futteh Ali Khan.	
Signature of the Moonshee.		Signature of the Accountant.

The Jaghiredars, Patels, Magistrates, Collectors, and Farmers, at this period and hereafter, of the city of Tatta and of Shah-bunder in Sindh and in Lar, the dominions of the State, will understand that at this time N. Crow, Englishman, vakeel of the asylum of valor, wisdom, dignity, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the noble, powerful, exalted, magnificent Company Bahadoor, the seat of splendor, strength, and excellence, has reached our presence and requested an adjustment and settlement of affairs of commerce for the factory of his patrons. Intent, therefore, upon maintaining the friendship of the above-mentioned illustrious Company, we have directed an arrangement for the collection of

customs upon merchandize, export and import, to and from foreign countries and ports, and sales and purchases in the dependencies of Sindh under our sovereignty. It is commanded that the collection of customs upon goods of commerce, export and import, to and from other countries and ports, and purchases and sales in the territories of our government, be made according to the duties subjoined, as in the time of the deceased Prince Gholam Shah Ruthora, and no further exaction be exercised, and besides the English Resident no other person of the European nations shall be allowed to pass, repass, or trade. On the article of saltpetre, liquid and crystallized, whenever in the territories of the State the English may choose to manufacture it, the customs are to be collected the same as during the reign of Meer Gholam Shah Ruthora; four beegahs of garden ground to be exempted from land or fee tax. Also the dulol, moody, washerman, miller, carpenter, bricklayer, and shroff, dependent on the factory, are, according to the custom of the aforementioned reign, to be considered privileged, and not to be pressed on government service, nor compelled to purchase government property, that the agents of the English may with confidence and tranquillity be industrious in the increase of their trade and our customs. On account of weight or measure of goods and the inspection of trunks and the Resident's clothes and baggage, no molestation shall be offered, but his invoice and word be accepted; towards the building of any new factory of the English, every assistance must be given, and the hire of the labourers be paid by the English agent. In respect to demands on articles of consumption and apparel of the English and the crews of their ships, and the fee Moree on ships, boats and dingeys, the rules of Meer Gholam Shah's reign are to be observed. If by accident any ship or boat or dingey, belonging to the English, coming or going with goods to or from the factory in Sindh, should either, on the sea coast or in the river be stranded or sunk, every assistance towards recovering her must be given that she may be returned, and all expenses of labour must be discharged by the Resident of the English. On whatever goods of the English factory, from their countries, which not finding sale may be returned, the customs are to be regulated by the usage in force in the time of Gholam Shah Ruthora; no variation nor condition must be adopted.

SINDH.

No. III.

Account of duties on all goods at Tatta, agreeably to the usage in the reign of Meer Gholam Shah Ruthora, according to the report of established imposts, signed by Sheikh Beg Mahomed and Ensur Doss, former Collectors at that place.

Munzillanes from 500 to 200 maunds' weight of goods brought from Shah-bunder to Tatta Ghaut, Tatta Rupees 106; from 300 to 600 maunds, Tatta Rupees 81; from 100 to 300 maunds, Tatta Rupees 56, under 100 maunds 5 annas per maund if brought by water, and 2 annas per maund if by land. Koot, assafœtida, shawls, and northern piece goods, imported or exported, Rupee 1 and ½ Tatta price on the valuation in Chutney Rupees.

Woollens brought from Shah-bunder to pay 8 annas per maund.

On purchases of piece goods in Tatta sent to Shah-bunder or any of the dependencies of Sindh, the customs to be according to the usage of Gholam Shah Ruthora, or by the collections of Sheikh Hussein Zaradar, and fees of appraisement agreeably to the custom of other merchants.

Customs of the mint on stamping copper coins, Rupees 6 Chutney per maund.

On the valuation of ivory in Chutney Rupees, 9 Tatta Rupees per cent. to be collected from the purchaser.

Customs upon grain of the first sort, 12 annas per Rhinwar, and Wukia Nigarie, 12 annas per 300 Rhinwars; on the second sort, 6 annas per Rhinwar, and Wukia Nigarie 12 annas per 300 Rhinwars; grain purchased in Tatta and exported, Tatta Rupees 3 duty upon each Rhinwar, and the fee of bales, Rupees 2 and ¼, and Choongee from each Rhinwar 3 Togas.

Fees of permission to purchase grain and to export it to Shah-bunder, Tatta Rupee 1 and ½ per Rhinwar on the first sort, and 12 annas per Rhinwar on the second sort.

Chitty, Seelamuty, and Manzillanee fees of passing and shipping, according to the practice in force among other merchants; small grain exported to Shah-bunder to pay Rupees 4 Chutney per cent. valuation.

Customs upon imported goods to be levied from the English at Rupee 1 and ½ Chutney per cent. on the valuation.

Customs upon saltpetre, liquid and crystallized, Rupee 1 and ½ Tatta per cent. valuation.

Fees on boats laden with goods brought from abroad, at Tatta Rupee 1 and 38 pice in full.

Moree upon hired boats to be levied from the owners, according to the custom of the country, and Tatta Rupee 1 upon those the property of the English.

Customs upon camels, horses, oxen, and other animals, Rupees 5 annas 12 per cent. valuation in full of all fees.

Customs upon burned and lacquered ware, as trays, boxes, &c., Tatta Rupee 1½ per cent. valuation.

Imports upon dried and green fruits, vegetables, pickles, &c., half the usual rates paid by the subjects of the country.

On hay purchased, Rupee 1 Chutney per 16 bundles; Rupee 1 upon eight loads of wood; Rupee 1 soortee upon 6 maunds chunam; and annas 2 per maund on lime burnt at home.

Gum produced in the garden to be sold to the Ziccadur on the same terms as by the husbandmen.

Customs upon timber used in building to be half what is established; Chobar and Rumbeybuney fees Tatta Rupee 1 upon every boat-load of goods coming and going, and Noree upon every hired boat according to custom.

Dutolles upon jukt goods annas 12 Chutney per cent.

Roosum Canoongo fees:—Water carriage from 500 to 2,000 maunds, Tatta Rupees 4; from 300 to 500 maunds, Rupees 3; from 100 to 300 maunds, Rupees 2 and ¼; Thokas, Barbundy, and Chobar, according to the rules in force during the time of Gholam Shah, upon all amounts under Rupees 100, Chutney pice 3 per Rupee, Goozur Swijee. The writer who could have given information on this head is dead. The customs of Meer Gholam Shah Ruthora to be levied, besides which, the fee of equipment upon goods that formerly the Nukeemys used to receive as a kind of charity from the English factory in the time of the Collectorship of Chundy Ram is now comprised in the revenues of government and is at its disposal.

Account of customs at Shah-bunder, in the pergunnah of Rukahi, according to the usage in the time of Gholam Shah Ruthora, as by copy of the established rates signed and sealed by Sheikh Beg Mahomed and Ensur Doss, former Ziccadurs.

Imports from sea which in the time of Mahomed Murad-ul Khan were subjected to customs and excused by Meer Gholam Shah, are now likewise excused.

Articles of Tatta exported from Shah-bunder to pay Tatta annas 7 and ½ per cent. on the invoice purchase turned into Chutney Rupees. Grain and ghee purchased in the pergunnah of Rakrata and exported to pay Tatta Rupee 1 and ½ per cent.

On articles brought from up the country through Tatta, according to the amount settled there, Tatta Rupee 1 per cent. when exported. Luwazimeh Pymany 1 Tryah upon each Rhinwar; ubwant ivory Tatta annas 12 upon 80 Rhinwar; ubwant Mulsulmany Tatta anna 1 each Rhinwar; Tatta annas 11 on every bundle of hides exported.

Luwazimeh Choongee 1 Nud on every 100 maunds of Chunnea exported, annas 12 per cent. on the sale of ivory valued in Tatta Rupees.

Customs upon goods imported, which may afterwards be sent from the factory by land or water to Tatta.

Tatta Rupees 11 annas 7 on boat-loads above 100 maunds; Tatta annas 2 per maund land carriage. Upon grain purchased in Rakrala and sent to Tatta, 20 pice per Rhinwar of the first sort, and 5 pice on the second sort, and Pymany 1 Tryah on each Rhinwar.

Customs of the zemindaree of Shah-bunder, according to the ancient rule in the time of Jam Dussir as above mentioned; Tatta Rupee 1 and ¼ per cent. on all exports according to the English invoice, and annas 12 on imports.

Luwazimeh Munzillana, each boat Tatta Rupees 24, and 1 quarter 1 anna per maund land carriage; ivory sent up the country to Naseerpore and Hutty Kandy, annas 10 per cent. Tatta Rupees valuation. The Canoongo customs of Rakrala, according to the present usage.

Luwazimeh ivory, Tatta Rupee 1 and ½ upon 80 Rhinwars, exported or imported, of 8 maunds' weight, or else Rupees 100 per value each Rhinwar.

Luwazimeh Mulsulmany, ½ an anna each Rhinwar.

As all the established rates of the reign of Meer Gholam Shah Ruthora are not to be found, the customs to be collected in all places in Sindh and Far, under the jurisdiction of the State, must be conformable

to the copy of a perwannah of that time in their (the English) possession, namely, Tatta Rupee 1 and ½ per cent. customs and half the usual fees. Maitre Chundy Ram, Custom-master of Tatta and Shah-bunder, and Far Umul and Nan Umul, Collectors of Sindh and Lar, will act conformably to this without deviation or contradiction.

Dated 21st of Rulba-ool-Awul in the year of the Hegira 1214, or the 23rd of August of the Christian era.

By imperial command the purport of this Sunnud is to be observed from the date thereof.

Seal of the
Prince Meer
Futteh Ali Khan.

Smaller Seal
of the Prince.

The collectors and farmers, at the present time and hereafter, of the town of Kurrachee, will understand that Mr. Crow, Englishman, vakeel of the asylum of valour, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, renowned, and powerful English East India Company, has had the honour of rendering himself at our presence, and having by his fidelity, attention, and attachment cemented the union and friendship of the two governments, we have therefore, out of our gracious favour and particular regard to the satisfaction and convenience of the illustrious Company above mentioned, resolved to remit one-third of the fee of Foujdaree, which is one and a half per cent. on the value of all merchandize, and entirely to excuse the fee of moajdurea, and likewise the fee of moree on all dingeys and ships, for two importations of the same vessel in one year: you are by this writing instructed of our having granted these exemptions, and ordered to consider them in effect from the date of this Sunnud, and to act conformably.

SINDH. Nos. III & IV.

Two-thirds of the fee of the Foujdaree and two-thirds of the Customs according to our former Sunnud, you will not fail to recover and to carry to account.

Dated the 17*th of Leckyde* 1214 *of the Hegira, or* 12*th of April* 1800 *of the Christian era.*

Issued from the presence.

Seal of the Prince Meer Futteh Ali Khan.

The killedars and officers of the town of Kurrachee will understand that Mr. Crow, Englishman, being ranked by us amongst our sincere and faithful adherents, therefore, out of regard to him and respect to his patrons, we hereby direct that if he pass in or out of the gates of the fort with arms, you do not on that account offer him any molestation or hindrance, but in all your behaviour observe kindness and cordiality; you will consider this command peremptory.

Dated the 19*th of Leckyde, or the* 14*th of April* 1800.

No. IV.

TREATY with the AMEERS of Sindh, August 22nd, 1809.

Seal of His Highness Meer Gholam Ali.

ARTICLE 1.

There shall be eternal friendship between the British Government and that of Sindh, namely, Meer Gholam Ali, Meer Kurreem Ali, and Meer Murad Ali.

ARTICLE 2.

Enmity shall never appear between the two States.

ARTICLE 3.

The mutual despatch of the vakeels of both governments, namely, the British Government and Sindhian government, shall always continue.

ARTICLE 4.

The government of Sindh will not allow the establishment of the tribe of the French in Sindh.

Written on the 10*th of the month of Rujeeb-ool-Moorujub, in the year of the Hegira* 1224, *corresponding with the* 22*nd of August* 1809.

(Signed) MINTO.

Ratified by the Right Honourable the Governor General at Fort St. George, the 16th of November 1809.

| Seal. |

(Signed) N. B. EDMONSTONE,
Secretary.

No. V.

TREATY between the HONOURABLE EAST INDIA COMPANY on the one hand and the AMEERS of Sindh on the other, November 9th, 1820.

The British Government and the government of Sindh having in view to guard against the occurrence of frontier disputes, and to strengthen the friendship already subsisting between the two States, Meer Ismael Shah was invested with full power to treat with the Honourable the Governor of Bombay, and the following Articles were agreed on between the two parties :—

ARTICLE 1.

There shall be perpetual friendship between the British Government one the one hand and Meer Kurreem Ali and Meer Murad Ali on the other.

SINDH.

No. V.

ARTICLE 2.

Mutual intercourse by means of vakeels shall always continue between the two governments.

ARTICLE 3.

The Ameers of Sindh engage not to permit any European or American to settle in their dominions. If any of the subjects of either of the two States should establish their residence in the dominions of the other, and should conduct themselves in an orderly and peaceable manner in the territory to which they may emigrate, they will be allowed to remain in that situation; but if such fugitives shall be guilty of any disturbance or commotion, it will be incumbent on the local authority to take the offenders into custody, and punish or compel them to quit the country.

ARTICLE 4.

The Ameers of Sindh engage to restrain the depredations of the Khoosas, and all other tribes and individuals within their limits, and to prevent the occurrence of any inroad into the British dominions.

Seal of the
Honourable East
India Company.

Bombay, 9th November 1820. (Signed) M. ELPHINSTONE.

In the name of the Merciful God. This is the Treaty which I, Meer Ismael Shah, vakeel of Shah Meer Kureem Ali Khan Rookn-ood-dowla and Meer Shah Murad Ali Khan Ameer-ood-dowla, concluded with Mr. Elphinstone, Governor of the populous port of Bombay, on Thursday, in the month of Suffer 1236 Hegira. If it pleases God, there will be no difference to a hair's breadth.

Seal of
Ismael Shah.

Note.—The foregoing Treaty was approved by the Supreme Government on the 10th February 1821.

No. VI.

Treaty with Meer Roostum Khan, Chief of Kheirpore.

A Treaty, consisting of four Articles, having been concluded on the 2nd Zeekad 1247 A. H., corresponding with the 4th April 1832, between the Honourable East India Company and Meer Roostum Khan, Talpore, Bahadoor, Chief of Kheirpore, in Sindh, through the agency of Lieutenant Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G. C. B. and G. C. H., Governor General of the British possessions in India, this engagement has been given in writing at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains in the manner following:—

Article 1.

There shall be eternal friendship between the two States.

Article 2.

The two contracting powers mutually bind themselves from generation to generation never to look with the eye of covetousness on the possessions of each other.

Article 3.

The British Government having requested the use of the river Indus and the roads of Sindh for the merchants of Hindoostan, &c., the government of Kheirpore agrees to grant the same within its own boundaries, on whatever terms may be settled with the government of Hyderabad, namely, Meer Murad Ali Khan, Talpore.

Article 4.

The government of Kheirpore agrees to furnish a written statement of just and reasonable duties to be levied on all goods passing under this Treaty, and further promises that traders shall suffer no let or hindrance in transacting their business.

Honourable Company's Seal.	(Signed.) W. C. Bentinck.	Governor General 's Seal.

SINDH.

No. VII.

No. VII.

Treaty with the government of Hyderabad, in Sindh.

A Treaty, consisting of seven Articles, having been concluded on the 18th Zeehy 1247 A. H., corresponding with 20th April 1832, between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, through the agency of Lieutenant Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G. C. B. and G. C. H., Governor General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:—

Article 1.

That the friendship provided for in former Treaties between the British Government and that of Sindh remain unimpaired and binding, and that this stipulation has received additional efficacy through the medium of Lieutenant Colonel Pottinger, Envoy, &c., so that the firm, connecting and close alliance now formed between the said States shall descend to the children and successors of the house of the above-named Meer Murad Ali Khan, principal after principal, from generation to generation.

Article 2.

That the two contracting powers bind themselves never to look with the eye of covetousness on the possessions of each other.

Article 3.

That the British Government has requested a passage for the merchants and traders of Hindoostan by the river and roads of Sindh, by which they may transport their goods and merchandize from one country to another, and the said government of Hyderabad hereby acquiesces in the same request on the three following conditions:—

1*st.*—That no person shall bring any description of military stores by the above river or roads.

2*nd.*—That no armed vessels or boats shall come by the said river.

3rd.—That no English merchants shall be allowed to settle in Sindh, but shall come as occasion requires, and having stopped to transact their business, shall return to India.

ARTICLE 4.

When merchants shall determine on visiting Sindh, they shall obtain a passport to do so from the British Government, and due intimation of the granting of such passports shall be made to the said government of Hyderabad by the Resident in Kutch, or other officer of the said British Government.

ARTICLE 5.

That the government of Hyderabad having fixed certain proper and moderate duties to be levied on merchandize and goods proceeding by the aforesaid routes shall adhere to that scale, and not arbitrarily and despotically either increase or lessen the same, so that the affairs of merchants and traders may be carried on without stop or interruption, and the custom-house officers and farmers of revenue of the Sindh government are to be specially directed to see that they do not delay the said merchants on pretence of awaiting for fresh orders from the government, or in the collection of the duties, and the said government is to promulgate a Tariff or Table of Duties leviable on each kind of goods, as the case may be.

ARTICLE 6.

That whatever portions of former Treaties entered into between the two States have not been altered and modified by the present one remain firm and unaltered, as well as those stipulations now concluded, and by the blessing of God no deviation from them shall ever happen.

ARTICLE 7.

That the friendly intercourse between the two States shall be kept up by the despatch of vakeels whenever the transaction of business, or the increase of the relations of friendship, may render it desirable.

Honourable Company's Seal.	(Signed) W. C. BENTINCK.	Governor General's Seal.

SINDH.

No. VII.

SUPPLEMENTAL to the Treaty with the government of Hyderabad, in Sindh.

The following Articles of engagement having been agreed on and settled on the 22nd April 1832 between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, as supplemental to the Treaty concluded, on the 20th April 1832, through the agency of Lieutenant Colonel Henry Pottinger, envoy on the part of the said Honourable East India Company, under full power and authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G. C. B. and G. C. H., Governor General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:—

ARTICLE 1.

It is inserted in the 5th Article of the Perpetual Treaty that the government of Hyderabad will furnish the British Government with a statement of duties, &c., and after that the officers of the British Government who are versed in affairs of traffic will examine the said statement. Should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect through Colonel Pottinger, will reduce the said duties.

ARTICLE 2.

It is as clear as noonday that the punishment and suppression of the plunderers of Parkhur, the Thull, &c., is not to be effected by any one government, and as this measure is incumbent on and becoming the States as tending to secure the welfare and happiness of their respective subjects and countries, it is hereby stipulated that on the commencement of the ensuing rainy season, and of which Meer Murad Ali Khan shall give due notice, the British, Sindh, and Jodhpore governments shall direct their joint and simultaneous efforts to the above object.

ARTICLE 3.

The governments of the Honourable East India Company and of Kheirpore, namely, Meer Roostum, have provided, in a Treaty concluded between the States, that whatever may be settled regarding the opening of the Indus at Hyderabad shall be binding on the said contracting powers. It is therefore necessary that copies of the Treaty should be sent by the British and Hyderabad governments to Meer Roostum Khan for his satisfaction and guidance.

Honourable Company's Seal.	(Signed) W. C. BENTINCK.	Governor General's Seal.

No. VIII.

COMMERCIAL TREATY between the HONOURABLE the EAST INDIA COMPANY and the government of Hyderabad, in Sindh, dated 2nd July 1834.

Whereas in the 1st Article of the Supplemental Treaty concluded between the Honourable East India Company and the government of Hyderabad on the 22nd day of April 1832, corresponding with the 20th of Zeekad 1247 Hegira, it was stipulated that the government of Hyderabad was to furnish the British Government with a statement of duties, &c., and "after that the officers of the British Government who are versed in affairs of traffic shall have examined the same statement, should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect, through Colonel Pottinger, will reduce the said duties." Now, according to the terms of the above stipulation, the contracting States having made due inquiry, hereby enter into the following agreement :—

ARTICLE 1.

In lieu of a duty on goods proceeding up or down the river Indus, in virtue of the 5th Article of the perpetual Treaty of

SINDH.
No. VIII.

Hyderabad, there shall be levied on the rivers, between the sea and Roopur, a toll on each boat of Tatta Rupees 19 per Tatta khurrar, of which amount Rupees 8 shall be receivable by the governments of Hyderabad and Kheirpore, and Rupees 11 by the other States possessing dominions on the banks of the rivers, namely, His Highness Bhawul Khan, Maharajah Runjeet Sing, and the Honourable the East India Company.

Article 2.

To obviate any cause whatever of trouble or inconvenience to traders and merchants during their progress, and also to prevent disputes and doubts, and consequent altercation and delay, touching the size of boats, the toll is fixed on 30 Tatta khurrars. Be a boat large or small, she will pay toll according to this, and whether she measures 5 khurrars or 100 khurrars, she will be reckoned as one of 30.

Article 3.

The portion of the toll above described, appertaining to Sindh, and amounting to Tatta Rupees 240 on each boat, shall be levied at the bunder or port of the mouth of the river where the cargoes are transferred from the river to the sea boats, and *vice versâ*, and divided as the governments of Hyderabad and Kheirpore may think best.

Article 4.

For the purpose of assisting in the realization of the toll due to Sindh, also in the speedy and satisfactory adjustment of disputes which may happen to occur amongst the merchants, boatmen, and others on the questions of hire, &c., as well as with a view to the preservation and augmentation of the amicable relations which happily subsist between the States, it is settled that a British Agent (who shall not be an European gentleman), under the authority of Lieutenant Colonel Henry Pottinger, Agent to the Governor General of India for the affairs of Sindh, shall reside at the bunder or port at the mouth of the river where cargoes are transferred from one description of boat to another; and the British Government binds itself that the said Agent shall neither

engage in trade, nor interfere in any way with the fiscal or any other affairs of the Sindh government. It is further settled that, when occasion connected with this Treaty may render it advisable, the Governor General's Agent for the affairs of Sindh shall have the power of deputing one of his Assistants to the above-described bunder or port, to settle any discussions that may have arisen; after doing which he is to return to Bhooj.

ARTICLE 5.

For the more perfect fulfilment of this Treaty, it is hereby distinctly stipulated that should any portion, however small or great, or of whatever description, of the merchandize or goods on board any boat passing up or down the river, be landed for sale by a merchant or merchants, such portion of merchandize or goods, whatever may be its quantity or quality, shall instantly become subject to the existing local duties, as levied by the respective governments within their own territories; the purpose of the toll agreed to by this Treaty being not to supersede or set aside the established dues of the different States, but to repay the expense to which the governments will necessarily be subjected in affording the customary protection to the trade in transit on the river. It will be perfectly understood from this 5th Article that the governments have no claim to duties on merchandize merely passing up or down the river, and that the toll is all that is to be demanded; but should any portion, however small or large, of goods be landed and sold, then the usual duties will be levied.

Written on the 2nd day of July 1834, *corresponding with the* 24*th of Suffer* 1250 A. H.

(Signed) W. C. BENTINCK,
FREDERICK ADAM,
W. MORISON,
ED. IRONSIDE.

Ratified by the Governor General in Council at Ootacamund on 2nd September 1834.

(Signed) W. H. MACNAGHTEN,
Secy. to Govt. of India.

SINDH.

No. IX.

No. IX.

COMMERCIAL ARTICLES entered into with the government of Hyderabad, in Sindh, by COLONEL HENRY POTTINGER, Agent to the Governor General for the affairs of Sindh, in virtue of authority vested in him by the RIGHT HONOURABLE LORD AUCKLAND, G. C. B., Governor General of India in Council.

PROPOSAL 1ST.

The coast of Sindh has no hills, and is so low and level that it is very difficult and even sometimes impossible to discover the proper entrance to the mouths of the river. Permission is therefore requested to lay down buoys in the water, and to erect wooden land-marks on the shore at the proper spots, which buoys and marks can be changed when alterations take place in the river.

ANSWER 1ST.

Agreed.—Beacons may be erected on shore, and buoys laid down in the water, and changed as may become requisite from alterations in the river.

PROPOSAL 2ND.

Cases will sometimes occur, notwithstanding these precautions, in which from foul winds or storms vessels intending to come into the river will not be able to do so, and they must in that event seek for shelter in any port they can reach. The examination of the whole of the coasts and harbours of Kutch and Sindh from Mandavee to Kurrachee has therefore been ordered, and His Highness is requested to instruct his officers to this effect. Vessels of war will not be employed on this duty, and when the harbour of Kurrachee is to be examined,

ANSWER 2ND.

Agreed.—A boat and men will be furnished when applied for.

(which it has not been since the mission of Mr. Smith in the year of the Hegira 1224), the officer will make a special application, through the Agent, for a perwannah to the Nawab of Kurrachee, to furnish a small boat, and one or two experienced men to assist.

Proposal 3rd.

The anchorage fees (mohoree) on boats at Kikkur varies agreeable to their size. To prevent disputes and to encourage the resort of merchants to that and the other bunders at the mouths of the river, these fees are recommended to be reduced and defined, in order that information thereof may be given to the merchants concerned.

Answer 3rd.

The settlement of this matter is left to Colonel Pottinger, and the officers of this government (Hyderabad) will be ordered to levy such anchorage fee as he may fix.

N. B.—Colonel Pottinger decided that each boat should pay half a Rupee in addition to the toll established by Treaty.

Proposal 4th.

Syud Azimooddeen Hossein, the Native Agent appointed by the Governor General to reside at the mouths of the river, has arrived with me, and is now about to proceed to his station. It is begged that His Highness will give orders to all the authorities to be kind and attentive to the Syud, and to refer to him in the event of any disputes about the toll on the sea, or river boats, or other matters which are to be strictly guided by Treaty, and

Answer 4th.

Agreed.—The officers of this government (Hyderabad) will receive particular instructions to the effect proposed.

SINDH.

No. IX.

any extra duties or demands not authorized by it to be positively prohibited.

PROPOSAL 5TH.

As the best season for sending goods up the river happens to be that at which they cannot be imported by sea, it becomes requisite to make some arrangement on this account. It is therefore to be arranged that all persons bringing goods to carry up the river may land them and place them in a warehouse or stores at Kikkur or Tatta, under the seal of the Native Agent before mentioned, until the proper season for their despatch up the river arrives. Any portion of such goods if sold at any time will of course be subject to the duties established by Treaty, and after they are once stored, no package is to be removed or opened without the leave of the Native Agent, else the full duties must be paid on such package.

ANSWER 5TH.

Agreed.—Goods may be either warehoused, as proposed, at Kikkur or Tatta.

PROPOSAL 6TH.

It is the wish of the Governor General to establish fairs, to be held annually, and to which merchants from all nations would bring their goods and sell or exchange them for those of others. Thus merchants from Bulkh, Bokhara, Toorkistan, Cabool, &c., would bring

ANSWER 6TH.

Agreed.—A fair may be established and held either at Tatta or Kikkur.

the productions of those countries and exchange them for the produce of Europe, India, &c., which would be brought from India and Sindh by their merchants. If the Government of Sindh would give due encouragement, one of these fairs might be established in its territories, which would be a great source of wealth to the people and increase of revenue to the State. It is intended to propose to Maharajah Runjeet Sing to have one of these fairs held at Methunkote, or some place in that neighbourhood; and should the Ameers of Sindh approve of it, a similar one might be held yearly at Tatta.

Proposal 7th.

The Governor General of India directs me to explicitly state that he looks to the government of Sindh to keep the Muzarees in complete check and to suggest how this is to be done effectually. If my advice is required I will be ready to give it.

Answer 7th.

The restraining and punishing of the Muzarees rests with this government (Hyderabad). When the Seikh troops are removed, what power have the Muzarees to disturb the country or molest boats? This government binds itself to be responsible for them.

Proposal 8th.

The Hyderabad government must say distinctly whether it is responsible for the acts of the Kheirpore and Meerpore Ameers, as connected with the river and traffic by it, because if not, it will

Answer 8th.

This government (Hyderabad) is responsible as herein described.

SINDH.

No. IX.

be requisite to enter into separate engagement with them, a measure which has been hitherto avoided out of respect to the paramouncy of Noor Mahomed Khan.

PROPOSAL 9TH.

Amongst the minor arrangements the Ameer's sanction is required to cutting down the jungle along the banks of the river, where it may be found necessary to do so to facilitate tracking.

ANSWER 9TH.

Agreed to, with the exception of those parts of the river banks which are occupied by the Ameer's hunting preserves (shikargahs), which would be injured by cutting down the trees and jungle. All trees that may fall into the water and impede the progress of boats will be removed by persons belonging to the Sindh government, but not at its expense.

PROPOSAL 10TH.

The general superintendence of a British officer seems to the Governor General and to Colonel Pottinger to be almost indispensable to give effect to the views of the British Government, to the cordial aid and union of that of Sindh, and to the prevention of disputes, correspondence, &c.

ANSWER 10TH.

This proposition is already met by the perpetual Treaty. A gentleman may come whenever it is expedient and stay two or three months. To this no objection will be offered.

PROPOSAL 11TH.

It is to be observed that the governments must not be deterred from commencing on some of these

ANSWER 11TH.

No difficulty can possibly exist where the friendship is sincere.

arrangements by the apparent difficulty of effecting them. Every important matter looks difficult at first, but all obstacles give way to exertion and encouragement in the course of time.

Dated at Hyderabad on the 18*th of Shaban* 1252 *Hegira, or* 28*th of November* 1836.

No. X.

Treaty between the Honourable East India Company and the Ameers of Sindh, concluded by Colonel Henry Pottinger, Agent to the Governor General for Sindh, on the one part, and their Highnesses Meer Noor Mahomed Khan and Meer Nusseer Mahomed Nusseer Khan on the other, April 20th, 1838.

Article 1.

In consideration of the long friendship which has subsisted between the British Government and the Ameers of Sindh, the Governor General in Council engages to use his good offices to adjust the present differences which are understood to subsist between the Ameers of Sindh and Maharajah Runjeet Sing, so that peace and friendship may be established between the two States.

Article 2.

In order to secure and improve the relations of amity and peace which have so long subsisted between the Sindh State and the British Goverument, it is agreed that an accredited British minister shall reside at the Court of Hyderabad, and that the Ameers of Sindh shall also be at liberty to depute a vakeel to reside at the Court of the British Government; and that the British minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

Ratified by the Right Honourable the Governor General, at Simla, this 20th day of April 1838.

(Signed) Auckland.

SINDH.

No. XI.

No. XI.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS MEER ROOSTUM KHAN, of KHEIRPORE.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable East India Company and Meer Roostum Khan, Talpore, and his heirs and successors, from generation to generation, and the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE 2.

The British Government engages to protect the principality and territory of Kheirpore.

ARTICLE 3.

Meer Roostum Khan and his heirs and successors will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and not have any connexion with any other Chiefs and States.

ARTICLE 4.

The Ameer, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Ameer, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The Ameer will furnish troops according to his means at the requisition of the British Government, and render it all and every necessary aid and assistance throughout his territory during the continuance of

war, and approve of all the defensive preparations which it may make while the peace and security of the countries on the other side of the Indus may be threatened. But the British Government will not covet a dám or déram of the territories enjoyed by His Highness and his heirs, nor the fortresses on this bank or that bank of the river Indus.

ARTICLE 7.

The Ameer, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality, nor will any of the Baloches servants, dependants, relatives, or subjects of the Ameer be listened to should they complain against the said Ameer.

ARTICLE 8.

In order to improve, by every means possible, the growing intercourse by the river Indus, Meer Roostum Khan promises all co-operation with the other powers in any measures which may be hereafter thought necessary for extending and facilitating the commerce and navigation of the Indus.

ARTICLE 9.

In order to further secure the relations of amity and peace which have so long subsisted between the Kheirpore State and the British Government, it is agreed that an accredited British minister shall reside at the Court of Kheirpore, and that the Ameer shall also be at liberty to depute an Agent to reside at the Court of the British Government, and the British minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

ARTICLE 10.

This Treaty of nine Articles having been concluded, and signed and sealed by Lieutenant Colonel Sir A. Burnes, Knight, Envoy on the part of the Right Honourable George Lord Auckland, G. C. B., Governor General of India, and Meer Roostum Khan, on the part of himself,

Chief of Kheirpore, the ratification by the Right Honourable the Governor General shall be exchanged within forty-five days from the present date.

Done at Kheirpore this 24th day of December 1838, *corresponding with the 6th day of Shaval* A. H. 1254.

(Signed) ALEX. BURNES,
Envoy to Khelat.

Ratified by the Right Honourable the Governor General of India in Camp Bhagapoorana on the 10th January 1839.

(Signed) H. TORRENS,
Offg. Secy. to the Govt. of India, with the Governor General.

SEPARATE ARTICLE.

Since the British Government has taken upon itself the responsibility of protecting the State of Kheirpore from all enemies, now and hereafter, and neither coveted any portion of its possessions nor fortresses on this side or that side of the Indus, it is hereby agreed upon by Meer Roostum Khan, his heirs and successors, that if the Governor General, in time of war, should seek to occupy the fortress of Bukker as a depôt for treasure and munitions, the Ameer shall not object to it.

This separate Article having been concluded, signed and sealed by Lieutenant Colonel Sir Alexander Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G. C. B., Governor General of India, and Meer Roostum Khan, on the part of himself, Chief of Kheirpore, the ratification by the Right Honourable the Governor General shall be exchanged within forty-five days from the present date.

Done at Kheirpore this 24th day of December 1838, *corresponding with the 6th day of Shaval* A. H. 1254.

(Signed) A. BURNES,
Envoy to Kheirpore.

The Governor General to Meer Roostum Khan, of Kheirpore, Camp Bhagapoorana, 10th January 1839.

The judicious mediation of your friend Sir A. Burnes, the highly esteemed and able Agent of my government now with you, has by the blessing of God brought about the establishing of our mutual good understanding by Treaty on a firm and lasting basis.

The support afforded to you by the guarantee of the British Government will, I am well assured, prove a source of future strength, and, if it be God's will, of continued prosperity, to your country; and I am glad to acknowledge the advantages which I hope to derive from your alliance and support in the warlike operations which I am about to undertake.

Having entered into a Treaty with your Highness in all honesty and good faith, I should be sorry to find any part of the written agreement between us so worded as to leave either your successors or mine under the supposition that we concluded our compact in a spirit, on the one side or the other, of any thing like jealousy or distrust.

The mention, however, of a previous written agreement, in every instance, as to the temporary character of the occasional occupation of Sindh by the English, is calculated to convey this unpleasant idea.

I have therefore struck it out; and in place of inserting a sentence which casts a doubt on the sincerity of our intentions, I address you this friendly letter, as a lasting assurance of the plain meaning and purpose of the words of the separate Article, namely, that the British shall avail themselves of the fort of Bukker, the citadel of their ally the Meer of Kheirpore, only during actual war and periods of preparing for war like the present.

I trust that this mode of re-assuring your Highness will have the double effect of setting your mind at ease and of putting you in possession of a written testimony to my intentions, such as may remain among your records in pledge of the sincerity of the British Government.

I have, &c.,

(Signed) Auckland.

SINDH.

No. XI.

Agreement with Meer Mobarik Khan, of Kheirpore.

Whereas Treaties of firm friendship and sincere amity have long been established between the government of the East India Company and that of Kheirpore, in Sindh, at the present time, agreeably to the request and desire of His Highness Meer Roostum Khan, Talpore, and for the satisfaction of His Highness Meer Mobarik Khan, Talpore, the following additional agreement has been made through the agency of Lieutenant Colonel Sir Alexander Burnes, Knight, envoy on the part of the Governor General, in virtue of full powers vested in him by the Right Honourable George Lord Auckland, G. C. B., Governor General of India, &c., &c., &c.

The East India Company hereby agrees never to covet one rea of the revenue of the share of Sindh in possession of Meer Mobarik Khan, nor to interfere in its internal management.

The said Company further agrees to preserve the same friendly relation towards the said Meer Mobarik Khan and his descendants that it does towards Meer Roostum Khan, in conformity with the terms of the Treaty now made with His Highness Meer Roostum Khan.

Done at Kheirpore, this 28*th day of December* 1838, *corresponding with the* 11*th day of Saval* 1254 A. H.

(Signed) A. Burnes.

Ratified by the Right Honourable the Governor General, Camp Dunowla, on the 16th of January 1839.

(Signed) H. Torrens,
Offg. Secy. to the Govt. of India,
with the Governor General.

The same to Meer Mahomed Khan and Meer Ali Murad Khan.

No. XII.

AGREEMENT for the surrender of Kurrachee, February 7th, 1839.

Hassel Ben Butcha Khan, Subadar in the employ of the Governor of the fort and town of Kurrachee, and late Commandant of the fort on the point at the entrance of the harbour, has been this third day of February one thousand eight hundred and thirty-nine sent on board Her Britannic Majesty's Ship *Wellesley* by the said Governor (Khyer Mahomed) with full powers to treat with the British Authorities for the surrender of the said fort and town of Kurrachee, accompanied by Synah Khan, in the service of Meer Noor Mahomed, who had been sent for the same purpose by Ali Rakhi to treat on the part of the civil government of the town.

It is, therefore, this day agreed by the said Hassel Ben Butcha Khan and Synah Khan, in the name of the said two Governors on the one part, and by His Excellency Rear Admiral Sir Frederick Lewis Maitland, K. C. B., Commander-in-Chief of Her Britannic Majesty's naval forces in the East Indies, and Brigadier Thomas Valiant, K. H., Commanding the British reserve Military force in Sindh, in the name and on behalf of the Honourable East India Company, on the other part.

ARTICLE 1.

That the full possession of the fort and town of Kurrachee shall be this day given up by the aforesaid Governor to the British forces.

ARTICLE 2.

That the British land forces under the command of the said Brigadier Valiant shall this day, or as soon after as the Brigadier may deem it convenient, be allowed to encamp near the town, and that such boats shall be supplied by the native government as may be required by the British army, upon payment of the usual boat hire for them, as also such camels and other means of conveyance as may be hereafter necessary, upon the like terms; as well as that all kinds of provisions and other supplies shall be furnished for the use of the said British forces as they may stand in need of and require, the same being paid for at the usual rates of the country.

SINDH.

No. XII.

In consequence of the fulfilment of these terms, the British officers before mentioned agree, in the name of the Honourable East India Company, that the persons and property of all the inhabitants of the fort and town of Kurrachee shall be held sacred, and that they shall be at liberty to carry on their business as heretofore; that their trading vessels shall be allowed to enter the port, and trade as usual without the slightest interruption; and further that the civil government of Kurrachee shall be carried on by the Authorities of the place.

In witness whereof we have, this third day of February one thousand eight hundred and thirty-nine, set our hands hereunto, on board Her Britannic Majesty's Ship *Wellesley*, off Kurrachee.

(Signed) FRED. LEWIS MAITLAND,
Rear Admiral and Commander-in-Chief of H. B. M. Naval Forces in India.

(Signed) T. VALIANT,
Brigadier Commanding Reserve Force in India.

The × mark of Hassel Ben Butcha.
The × mark of Synah Khan.

We, whose signatures are hereunto attached, ratify the above as the acts of our servants, in which we fully concur.

The × mark of Khyer Mahomed.
The × mark of Ali Rakhi.

Witness, this 7th day of February 1839.

(Signed) J. GRAY,
Her Majesty's 10*th Regiment.*

(Signed) T. POSTANS, *Lieut.*,
Interpreter to Reserve Force.

No. XIII.

Treaty between the British Government and the Ameers of Hyderabad, viz., Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan, 1839.

Whereas Treaties of friendship and amity have from time to time been entered into between the British Government and the Ameers of Sindh; and whereas circumstances have lately occurred which render it necessary to revise those Treaties; and a separate Treaty has already been concluded between the British Government and Meer Roostum Khan of Kheirpore; the following Articles have been agreed upon by the contracting parties :—

Article 1.

There shall be lasting friendship, alliance, and unity of interest between the Honourable East India Company and the Ameers of Hyderabad, Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan.

Article 2.

A British force shall be maintained in Sindh and stationed at Tatta, or such other place westward of the river Indus as the Governor General of India may select. The Governor General will decide upon the strength of this force, which it is not intended shall exceed 5,000 fighting men.

Article 3.

Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, and Meer Meer Mahomed Khan bind themselves to pay severally the sum of one lakh of Rupees, being three lakhs of Rupees altogether of the Company's currency, or of that called Bakkroo, or Timooree, in part payment of the expense of the British force every year. Meer Sobdar Khan is exempted from all contribution to the expense of this force.

Article 4.

The British Government takes upon itself the protection of the territories now possessed by the Ameers of Hyderabad from all foreign aggression.

SINDH.

No. XIII.

Article 5.

The four Ameers, party to this Treaty, shall remain absolute rulers in their respective principalities; and the jurisdiction of the British Government shall not be introduced into their territories. The officers of the British Government will not listen to or encourage complaints against the Ameers from their subjects.

Article 6.

The four Ameers, being confirmed in their present possessions by the preceding Article, will refer to the Resident in Sindh any complaint of aggression which one of them may have to make against another; and the Resident, with the sanction of the Governor General, will endeavour to mediate between them and settle their differences.

Article 7.

In case of aggressions by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor General by the Resident, the Governor General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

Article 8.

The Ameers of Sindh will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; their amicable correspondence with friends and relations may continue.

Article 9.

The Ameers of Sindh will act in subordinate co-operation with the British Government for purposes of defence, and shall furnish for the service of the British Government a body of 3,000 troops, horse and foot, whenever required; these troops, when employed with the British forces, will be under the orders and control of the commanding

officer of the British forces. The Sindh contingent troops, if employed under British officers beyond the Sindh frontier, will be paid by the British Government.

ARTICLE 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Company's Rupee being of equal value, the currency of the latter coin shall be admitted in the Sindh territories. If the officers of the British Government establish a mint within the territories of the Ameers, parties to this Treaty, and there coin the Bakkroo or Timooree Rupee, the Ameers shall be entitled, after the close of the present military operations in Afghanistan, to a seignorage on the coinage according to the customs of the country.

ARTICLE 11.

No toll will be levied on trading-boats passing up or down the river Indus, from the sea to the northernmost point of that stream, within the territories of the Ameers of Hyderabad.

ARTICLE 12.

But any merchandize landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country; provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

ARTICLE 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the pleasure of the owners till the best period of the year for sending them up the river; but should any merchant land and sell any part of his merchandize, either at Gorabaree or anywhere else (except at the British cantonment), such merchant shall pay the usual duties upon them.

ARTICLE 14.

The provisions of this Treaty agreed upon by the Governor General of India on the one part, and the Ameers Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer

SINDH. Nos. XIII & XIV.

Sobdar Khan on the other part, shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameers in perpetuity; all former Treaties between the contracting parties not rescinded by the provisions of this engagement remaining in force.

This Treaty, consisting of fourteen Articles, having been signed in quadruplicate by the Right Honourable George Lord Auckland, G. C. B., Governor General of India, at Bussee, on the 11th day of March 1839, one of these four documents will be separately granted, through Colonel H. Pottinger, Resident, Hyderabad, the negotiator of the Treaties, to each of the four Ameers, on his delivering a counterpart engagement, under his seal and signature, to the British Resident in Sindh, Colonel H. Pottinger.

Dated the 11*th March* 1839. (Signed) AUCKLAND.

No. XIV.

TREATY of fourteen Articles between the BRITISH GOVERNMENT and the AMEER of Meerpore, MEER SHER MAHOMED KHAN.

Whereas Treaties of amity and friendship have been concluded between the Honourable East India Company and the Ameers of Hyderabad, a separate Treaty on the same principle is now entered into between that power and His Highness Meer Sher Mahomed Khan of Meerpore, and the following Articles have been agreed upon by the contracting parties:—

ARTICLE 1.

That there shall be lasting friendship, alliance, and unity of interests between the Honourable East India Company and the Ameer of Meerpore, Meer Sher Mahomed Khan.

ARTICLE 2.

Meer Sher Mahomed Khan binds himself to pay every year the sum of half a lakh of Rupees (50,000) of the Company's currency in part payment of the expense of the British force stationed in Sindh, *viz.*, on the 1st of February of each year.

ARTICLE 3.

The British Government takes upon itself the protection of the territory now possessed by the Ameer of Meerpore from all foreign aggression.

ARTICLE 4.

Meer Sher Mahomed Khan shall remain sole ruler in his principality, and the jurisdiction of the British Government shall not be introduced into his territory; the officers of the British Government will not listen to or encourage complaints against the Ameer from his subjects.

ARTICLE 5.

The Ameer being confirmed in his present undisputed possessions by the preceding Article will refer to the British representative in Sindh any complaint of aggression which he may make against any of the other Ameers; and the Political Agent, with the sanction of the Governor General, will endeavour to mediate between them and settle their differences.

ARTICLE 6.

The territories at present disputed between Meer Sher Mahomed Khan and the Ameers of Hyderabad shall be submitted to the decision of arbitrators appointed by both parties and an umpire appointed by the Political Agent.

ARTICLE 7.

In case of aggression by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them, in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor General by the Political Agent, the Governor General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

ARTICLE 8.

The Ameer will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; his amicable correspondence with his friends and relations may continue.

SINDH.

No. XIV.

Article 9.

The Ameer will act in subordinate co-operation with the British Government for the purposes of defence, and shall furnish for the service of the British Government a proportional quota of troops to that supplied by other Ameers whenever required. These troops, when employed with British forces, will be under the orders and control of the commanding officer of the British forces; the Ameer's troops, if employed beyond the Sindh frontier, will be paid by the British Government.

Article 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Company's Rupee being of equal value, the currency of the latter coin shall be admitted into the Ameer's territory.

Article 11.

No toll will be levied on trading boats passing up or down the River Indus from the sea to the northernmost point of that stream within the territories of the Ameer.

Article 12.

But any merchandize landed from boats on their passage up or down the river and sold shall be subject to the usual duties of the country, provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

Article 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the pleasure of the owners till the best season of the year for sending them up the river; but should any merchant land and sell any part of his merchandize either at Gorabaree or anywhere else, except at the British cantonment, such merchant shall pay the usual duty.

Article 14.

The provisions of this Treaty agreed upon by the Governor General of India on the one part and Meer Sher Mahomed Khan on the other part shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameer in perpetuity.

(Signed) Auckland.

Dated the 27th Rubbee-ool-awul 1257 A. H., *corresponding with* 18*th June* 1841 A. D.

Ratified and signed by the Right Honourable the Governor General of India, at Fort William in Bengal, on the 16th August in the year of our Lord one thousand eight hundred and forty-one.

(Signed) T. H. Maddock,
Secy. to the Govt. of India.

No. XV.

Draft of a Treaty between the Ameers of Hyderabad and the British Government.

Article 1.

The Ameers of Hyderabad are relieved from the payment of all tribute to the British Government, which, under existing engagements, would become due after the 1st of January 1843.

Article 2.

The only coin legally current in the dominions of the Ameers of Hyderabad after the 1st of January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.

Article 3.

The British Government will coin for the Ameers of Hyderabad such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England,

with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

ARTICLE 4.

Such Rupees so to be coined for the Ameers shall contain the same quantity of silver and of the same fineness as the Company's Rupees; and for every Rupee so coined the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee, and of equal fineness, or approved bills of equal value; and such Rupees so coined for the Ameers shall be delivered to them within four months after the receipt, by the appointed Officer, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

ARTICLE 5.

The Ameers, in consideration of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

ARTICLE 6.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within one hundred yards of both banks of the Indus within the territories of the Ameers; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will refrain from all exercise thereof, so long as the Ameers shall provide, at the places to be named, such a quantity of wood fit for the purpose of fuel at the price of the as the officers of the British Government may from time to time require.

Article 7.

The following places and districts are ceded in perpetuity to the British Government: Kurrachee and Tatta, with such arrondissement as may be deemed necessary by Major General Sir Charles Napier; and, moreover, the right of free passage over the territories of the Ameers between Kurrachee and Tatta along such line, and within such limits on either side thereof as Major General Sir Charles Napier may prefer; and within such limits the officers of the British Government shall alone have jurisdiction.

Article 8.

All the rights and interests of the Ameers, or of any one of them, in Subzulkote, and in all the territory intervening between the present frontier of Bhawulpore and the town of Roree, are ceded in perpetuity to His Highness the Nawab of Bhawulpore, the ever faithful ally and friend of the British Government.

Article 9.

To the Meer Sobdar Khan, who has constantly evinced fidelity to his engagements and attachment to the British Government, is ceded territory producing half a lakh of annual revenue, such cession being made in consideration of the loss he will sustain by the transfer of Kurrachee to the British Government, and as a reward for his good conduct.

Article 10.

The Commissioner appointed by Major General Sir Charles Napier for the execution of this Treaty will, after hearing the several Ameers, finally decide what lands shall be made over to Meer Sobdar Khan, in pursuance of the above Article, by the other Ameers.

Article 11.

Inasmuch as the territories to be ceded by the several Ameers, under the provisions of this Treaty, differ in annual value, and the amount of the tribute now payable by the several Ameers is not altogether the same, the Commissioner appointed by Major General Sir Charles

SINDH.

No. XV.

Napier shall hear the several Ameers as to the annual value of the lands so ceded, and shall declare what payments of money, or what cessions of land in lieu thereof, shall be made by the Ameers, who shall make no cession of lands, or cessions of lands of inferior value, to such as shall make such cessions of higher value under this Treaty, that so the value of the cessions made by the several Ameers (always excepting Meer Sobdar Khan) shall be as nearly commensurate as possible with the tribute to the payment of which each was before liable.

ARTICLE 12.

The remainder of the tribute now payable which shall not be absorbed in the making of such compensations, or lands yielding an annual revenue of equal amount, shall be at the disposal of the British Government, but the British Government will retain no portion thereof for itself.

Simla, November 4th, 1842.

DRAFT of TREATY between the British Government and the Ameers of Kheirpore.

ARTICLE 1.

The pergunnah of Bhoong Bhara, and the third part of the district of Subzulkote, and the villages of Gotkee, Maladee, Chaonga, Dadoola, and Uzeezpore, and all the territories of the Ameers of Kheirpore, or any of them intervening between the present dominions of His Highness the Nawab of Bhawulpore and the town and district of Roree, are ceded in perpetuity to His Highness the Nawab.

ARTICLE 2.

The town of Sukkur, with such arrondissement as shall be deemed necessary by Major General Sir Charles Napier, and the islands of Bukkur and the adjoining islets, and the town of Roree, with such arrondissement as may be deemed necessary by Major General Sir Charles Napier, are ceded in perpetuity to the British Government.

ARTICLE 3.

The Commissioner appointed by Major General Sir Charles Napier for the execution of this Treaty and of the Treaty to be concluded with the Ameers of Hyderabad shall appropriate the surplus tribute, from which the Ameers of Hyderabad will be relieved by that Treaty (of which an account will be rendered to the Ameers of Kheirpore), or lands of equal value in lieu thereof, first, to the indemnification of such Ameers of Kheirpore, other than Meer Roostum Khan and Meer Nusseer Khan, as may make cessions of territory under this Treaty, and then, for the benefit of Meer Roostum Khan and Meer Nusseer Khan, in proportion to the annual value of the cessions made by them respectively under this Treaty.

ARTICLE 4.

The Ameers of Kheirpore having, by the Treaty concluded on the 24th December 1838, agreed, "in order to improve by every means possible the growing intercourse by the river Indus, to afford all co-operation with the other powers in any measures which may hereafter be thought necessary for extending and facilitating the commerce and navigation of the Indus," and the Ameers of Hyderabad having since, by a Treaty concluded in 1839, agreed "that no toll shall be levied on trading boats passing up and down the river Indus from the sea to the northernmost point of that stream within their territories, with the proviso that any merchandize landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country, except goods sold in a British camp or cantonment, which goods shall be exempt from the payment of duty," the Ameers of Kheirpore now agree to abide by and observe the above provision, in the same manner and as fully as if the same were inserted in the Treaty concluded by them in 1838.

ARTICLE 5.

The only coin legally current in the dominions of the Ameers of Kheirpore after the 1st January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.

SINDH.

No. XV.

ARTICLE 6.

The British Government will coin for the Ameers of Kheirpore such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England, with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

ARTICLE 7.

Such Rupees, so to be coined for the Ameers, shall contain the same quantity of silver and of the same fineness as the Company's Rupees; and for every Rupee so coined, the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee and of equal fineness, or approved bills of equal value; and such Rupees, so coined for the Ameers, shall be delivered over to them within four months after the receipt, by the appointed officer, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

ARTICLE 8.

The Ameers, in consideration of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

ARTICLE 9.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within 100 yards of both banks of the Indus within the territories of the Ameers; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will refrain from all exercise thereof so long as the Ameers shall provide, at the places to be

named, such quantity of wood fit for the purposes of fuel at the price of the as the officers of the British Government may from time to time require.

ARTICLE 10.

The British Government renounces every claim heretofore made upon the late Meer Mobarik Khan, or upon Meer Nusseer Khan, or the other sons of the late Meer Mobarik Khan, on account of nuzzerana, in the name of the late Shah Suja, or on account of annual tribute, and the arrears thereof and the interest thereon, on its own behalf.

Simla, November 4th, 1842.

KHELAT.

The territory belonging to the Brahui Khans of Khelat extends from the Mekran coast to a distance of about 400 miles north, and about the same distance from the Sindh frontier to the west of the provinces of Punjgoor and Kedge. The allegiance of the outlying provinces to the Khan is, however, little more than nominal, and their Chiefs omit no opportunity of asserting their independence. The first Khan of any note was Abdullah Khan, who, at the commencement of the eighteenth century, affected to be independent of the Delhi empire and reduced several provinces to his rule. During the reign of his son Mahabut Khan occurred the invasion of India by Nadir Shah and the annexation of the whole of the territories west of the Indus to his dominions. On the dismemberment of the Persian empire after the death of Nadir Shah, Khelat formed part of the territories over which Ahmed Shah Abdali established his supremacy. Mahabut Khan, who was unpopular with his Chiefs, was deposed by Ahmed Shah, and his younger brother Nusseer Khan was appointed to rule in his stead. From this time the power continued with the younger branch of the family till the foolish attempt which the British Government made after the Afghan war to change the succession.

Nusseer Khan is by far the most distinguished of the Khans of Khelat. His rule was vigorous. His policy of uniting the Beloch tribes so consolidated his power, that he found himself strong enough to rebel against Ahmed Shah, who ceded to him the districts of Shawl and Mustung. In the west his dominions were extended by the conquest of Punjgoor and Kedge. He was succeeded in 1795 by his son Mahmood Khan, and he, in 1819, by his son Mehrab Khan, in whose time the political connection of the British Government with Khelat commenced.

From the time of Nusseer Khan the Chiefs of Khelat remained faithful in their allegiance to Cabool. In their internal government they acted in concert with the Chiefs of Sarawun and Jalawun, who held the position of hereditary counsellors. The office of minister was also hereditary. Mehrab Khan was a well-meaning but weak ruler. He

disgusted his Chiefs by surrendering himself to the influence of one Daood Mahomed, a man of low extraction, for whom he sacrificed the hereditary minister Futteh Mahomed. Daood Mahomed, however, was killed by Futteh Mahomed's son, Naib Moolla Hossein, who was restored to the hereditary office, but who never forgave the injury done to his father. To the treacherous revenge of Moolla Hossein are attributable all the misfortunes which subsequently overtook Mehrab Khan.

On the failure of Shah Suja's first attempt to recover his dominions in 1833, the ex-king found refuge for a short time at Khelat before his return to his exile at Loodhiana. When the expedition of 1838 for the restoration of the Shah was determined on, a British officer, Lieutenant Leech, was sent to Khelat to secure the co-operation of Mehrab Khan, through whose territories the armies had to march. Moolla Hossein, however, contrived to create a dislike between the Khan and Lieutenant Leech, and the latter left without attaining his object. The treacherous minister further caused it to be believed that the Khan had seized stores of grain which had been collected for the British troops, and he wrote orders in the Khan's name, but without his knowledge, inciting the tribes to rise and harrass the British army on its line of march. Sir Alexander Burnes was deputed to Khelat to allay the supposed hostility of the Khan and to negotiate a Treaty* with him. The Treaty was signed contrary to the secret wishes of Moolla Hossein, and the Khan agreed to proceed to Quetta to pay his respects to Shah Suja. Sir A. Burnes

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* ARTICLES of an ENGAGEMENT concluded between the British Government and MEHRAB KHAN, the Chief of Khelat.

Whereas a Treaty of lasting friendship has been concluded between the British Government and His Majesty Shah Suja-ool-moolk, and Mehrab Khan, the Chief of Khelat, as well as his predecessors have always paid homage to the Royal House of the Suddozyes; therefore, with the advice and consent of the Shah, the under-mentioned Articles have been agreed upon by Mehrab Khan and his descendants from generation to generation. As long as the Khan performs good service, the following Articles will be fulfilled and preserved:—

ARTICLE 1.

As Nusseer Khan and his descendants, as well as his tribe and sons, held possession of the country of Khelat, Kutchee, Khorstan, Mekran, Kedge, Bela, and the port of Soumeeanee in the time of the lamented Ahmed Shah Dooranee, they will in future be masters of their country in the same manner.

KHELAT. preceded him, and on his way was waylaid by a party appointed by Moolla Hossein and robbed of the draft Treaty which the Khan had signed. The belief that this was done at the instigation of the Khan was studiously impressed on the British Government, and the Khan himself was prevented from going to Quetta by Moolla Hossein, who

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ARTICLE 2.

The English Government will never interfere between the Khan, his dependants and subjects, particularly lend no assistance to Shah Newaz. Futteh Khan and the descendants of the Mahabutzye branch of the family, but always exert itself to put away evil from his house. In case of His Majesty the Shah's displeasure with the Khan of Khelat, the English Government will exert itself to the utmost to remove the same in a manner which may be agreeable to the Shah and according to the rights of the Khan.

ARTICLE 3.

As long as the British army continues in the country of Khorasan, the British Government agrees to pay to Mehrab Khan the sum of one and a half lakh of Company's Rupees from the date of this engagement, by half-yearly instalments.

ARTICLE 4.

In return for this sum the Khan, while he pays homage to the Shah and continues in friendship with the British nation, agrees to use his best endeavours to procure supplies, carriage, and guards to protect provisions and stores going and coming from Shikarpore by the route of Rozan, Dadur, the Pass of Bolan, through Shamal, to Koochlak from one frontier to another.

ARTICLE 5.

All provisions and carriage which may be obtained through the means of the Khan, the price of the same is to be paid without hesitation.

ARTICLE 6.

As much as Mehrab shows his friendship to the British Government by service and fidelity to the Suddozye family, so much the friendship will be increased between him and the British Government, and on this he should have the fullest reliance and confidence.

This agreement having been concluded, signed, and sealed, by Lieutenant Colonel Sir A. Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G. C. B., Governor General of India, and Mehrab Khan, of Khelat, on the part of himself, the same shall be duly ratified by the Right Honourable the Governor General.

Done at Khelat the 28th day of March A. D., 1839 *corresponding with the 12th day of Mohurrum* A. H. 1255.

(Signed) A. BURNES,
Envoy to Khelat.

KHELAT.

frightened him into the belief that the British intended to make him a prisoner. The proofs of the Khan's hostility were now apparently complete, and it was resolved to punish him when a fitting opportunity occurred.

When General Wiltshire's brigade was returning from Cabool in 1839, a detachment was sent to Khelat to punish the Khan. The town was taken by storm on the 13th of November. Mehrab Khan fell in the assault, and his son Hossein Khan fled. From the papers discovered in the fort, the treachery of Moolla Hossein was fully proved. He was therefore made a prisoner. In attendance on the British army was one Shah Newaz Khan, a youth of fourteen, descended in the direct male line from Mahabut Khan, who had been deposed by Ahmed Shah. This youth, and his brother Futteh Khan, had been imprisoned by Mehrab Khan, but had effected their escape. Shah Newaz Khan was set up by the British Government as Khan of Khelat, but the provinces of Sarawun and Kutch Gundava were annexed to the dominions of the king of Cabool.

Shortly after the accession of Shah Newaz Khan, a revolution broke out, headed by Mehrab Khan's son, who had assumed the name of Nusseer Khan. Shah Newaz was deposed, the British representative at Khelat was murdered, and there was open war between Nusseer Khan and the British Government. As the only means of quieting the country and doing tardy justice to the memory of the unfortunate Mehrab Khan, the British Government reversed its policy, established Nusseer Khan in power, and restored to him the districts which had been annexed to Cabool. A Treaty (No. XVI.) was concluded with him on 6th October 1841.

After the withdrawal of the British armies from Cabool, this Treaty, by which Khelat was acknowledged to be a dependency of Cabool, became a dead letter. In 1842 a proposal was made to conclude a Supplementary Treaty, by which pecuniary aid should be substituted for military support to the Khan; but this suggestion was not acted upon. In 1854, however, when war between England and Russia was threatened, and it became of importance to strengthen British influence on the western frontier, a new Treaty (No. XVII.) was concluded with the Khan, which abrogated the Treaty of 1841, renewed the obligations of the Khan to oppose all the enemies of the British Government, to act in subordination to the

KHELAT.

British Government, to enter into no negotiations with other States without its consent, and to receive British troops into his country if such a measure should be deemed necessary. By this Treaty also the British Government granted to the Khan an annual subsidy of Rupees 50,000, on condition of his preventing his subjects from committing outrages within or near British territory, of his protecting merchants, and permitting no exactions on trade beyond certain specified duties.

Nusseer Khan died in 1857. It was afterwards discovered that he had been poisoned. There were three claimants for the succession, Azim Khan, brother of Mehrab Khan; his son, of the same name; and Khodadad Khan, half-brother of the late Chief. The last, an imbecile youth, was elected by the Chiefs, with whom, however, he soon embroiled himself. He also had to contend against the pretensions of Futteh Khan, the brother of our nominee Shah Newaz Khan, who was supported by Azad Khan, of Kharan. But for the countenance and support of the British Government, he could not have maintained himself in power for many days. In 1859 the British Government gave the Khan Rupees 50,000, in addition to the subsidy paid under the Treaty, to enable him to strengthen his hands and meet the cost of reducing the rebellious tribe of Murrees, who harrassed the British frontier. This additional grant was paid for four successive years, but very little good resulted from it. The leading Chiefs of Khelat conspired against Khodadad Khan, and, on 17th March 1863, proclaimed his cousin, Sherdil Khan, as their ruler. The town and fort of Khelat were surrendered to the rebels without a show of defence. Sherdil Khan was murdered in May 1864, and Khodadad Khan was re-elected Chief of the State. He has been recognized by the British Government as Khan of Khelat, and the payment of the subsidy of Rupees 50,000, under the Treaty of 1854, which had been suspended during the disturbances in the country, has been revived.

In 1863 a convention (No. XVIII.) was made with Khodadad Khan, by which he engaged to secure the protection of the Mekran telegraph within the territories of his feudatory Chiefs in consideration of a subsidy of Rupees 5,000 a year to be paid to the Chiefs, and authorized the British Government to make their own arrangements for subsidizing his feudatories. During the revolution in Khelat this convention was declared to be in abeyance.

No. XVI.

TREATY entered into between the GOVERNMENT of INDIA and MEER NUSSEER KHAN, Chief of Khelat.

Whereas Meer Nusseer Khan, son of Mehrab Khan, deceased, having tendered his allegiance and submission, the British Government and His Majesty Shah Suja-ool-moolk recognise him, the said Nusseer Khan, and his descendants as Chief of the principality of Khelati-Nusseer on the following terms :—

ARTICLE 1.

Meer Nusseer Khan acknowledges himself and his descendants the vassals of the king of Cabool, in like manner as his ancestors were formerly the vassals of His Majesty's ancestors.

ARTICLE 2.

Of the tracts of country resumed on the death of Meer Mehrab Khan, namely, Cutchee, Moostung, and Shawl, the two first will be restored to Meer Nusseer Khan and his descendants through the kindness of His Majesty Shah Suja-ool-moolk.

ARTICLE 3.

Should it be deemed necessary to station troops, whether belonging to the Honourable Company or Shah Suja-ool-moolk, in any part of the territory of Khelat, they shall occupy such positions as may be thought advisable.

ARTICLE 4.

Meer Nusseer Khan, his heirs and successors, will always be guided by the advice of the British officer residing at his Durbar.

ARTICLE 5.

The passage of merchants and others into Afghanistan from the river Indus on the one side, and from the sea-port of Soumeeanee on the other, shall be protected by Meer Nusseer Khan as far as practicable, nor

will any aggression be practised on such persons, or any undue exactions made beyond an equitable toll to be fixed by the British Government and Meer Nusseer Khan.

ARTICLE 6.

Meer Nusseer Khan binds himself, his heirs and successors, not to hold any political communication or enter into any negotiations with foreign powers without the consent of the British Government and of His Majesty Shah Suja-ool-moolk, and in all cases to act in subordinate co-operation with the governments of British India and of the Shah; but the usual amicable correspondence with neighbours to continue as heretofore.

ARTICLE 7.

In case of an attack on Meer Nusseer Khan by an open enemy, or of any difference arising between him and any foreign power, the British Government will afford him assistance or good offices as it may judge to be necessary or proper for the maintenance of his rights.

ARTICLE 8.

Meer Nusseer Khan will make due provision for the support of Shah Newaz Khan, either by pension to be paid through the British Government, on condition of that Chief residing within the British territory, or by grant of estates within Khelat possessions, as may hereafter be decided by the British Government.

Done at Khelat this 6th day of October A. D. 1841, *corresponding with the 20th Shaban* A. H. 1257.

Seal.	(Signed) MEER NUSSEER KHAN.	Seal.	(Signed) AUCKLAND.

Ratified and signed by the Right Honourable the Governor General of India in Council, at Fort William in Bengal, this 10th day of January 1842.

(Signed) T. H. MADDOCK,

Secretary to the Government of India.

No. XVII.

TREATY between the BRITISH GOVERNMENT and NUSSEER KHAN, Chief of Khelat, concluded on the part of the British Government by MAJOR JOHN JACOB, C. B., in virtue of full powers granted by the MOST NOBLE the MARQUIS of DALHOUSIE, K. T., &c., Governor General of India, and by MEER NUSSEER KHAN, Chief of Khelat.

Whereas the course of events has made it expedient that a new agreement should be concluded between the British Government and Meer Nusseer Khan, Chief of Khelat, the following Articles have been agreed on between the said government and His Highness :—

ARTICLE 1.

The Treaty concluded by Major Outram between the British Government and Meer Nusseer Khan, Chief of Khelat, on the 6th October 1841, is hereby annulled.

ARTICLE 2.

There shall be perpetual friendship between the British Government and Meer Nusseer Khan, Chief of Khelat, his heirs and successors.

ARTICLE 3.

Meer Nusseer Khan binds himself, his heirs and successors, to oppose to the utmost all the enemies of the British Government, in all cases to act in subordinate co-operation with that government, and to enter into no negotiation with other States without its consent, the usual friendly correspondence with neighbours being continued as before.

ARTICLE 4.

Should it be deemed necessary to station British troops in any part of the territory of Khelat, they shall occupy such positions as may be thought advisable by the British Authorities.

ARTICLE 5.

Meer Nusseer Khan binds himself, his heirs and successors, to prevent all plundering or other outrage by his subjects within or near British territory; to protect the passage of merchants to and fro between the British dominions and Afghanistan, whether by way of Sindh or by

the sea-port of Soumeeanee, or other sea-ports of Mekran, and to permit no exactions to be made beyond an equitable duty to be fixed by the British Government and Meer Nusseer Khan, and the amount to be shown in the Schedule annexed to this Treaty.

ARTICLE 6.

To aid Meer Nusseer Khan, his heirs and successors, in the fulfilment of these obligations, and on condition of a faithful performance of them year by year, the British Government binds itself to pay to Meer Nusseer Khan, his heirs and successors, an annual subsidy of fifty thousand (50,000) Company's Rupees.

ARTICLE 7.

If during any year the conditions above mentioned shall not be faithfully performed by the said Meer Nusseer Khan, his heirs and successors, then the annual subsidy of fifty thousand (50,000) Company's Rupees will not be paid by the British Government.

Done at Mustoong this fourteenth day of May one thousand eight hundred and fifty-four.

(Signed) JOHN JACOB, *Major,*
Political Superintendent and Commandant on the frontier of Upper Sindh.

MUSTOONG,
14*th May* 1854.

Schedule showing amount of duty to be levied on merchandize passing through the dominions of the Khan of Khelat referred to in Article V. of this Treaty.

On each camel-load, without respect to value, from the northern frontier to the sea, either to Kurrachee or other port, Company's Rupees 6.

On each camel, as above, from the northern frontier to Shikarpore, Company's Rupees 5.

The same duties to be levied on merchandize passing in the contrary direction from the sea, or from Sindh to the Khelat territory.

(Signed) JOHN JACOB, *Major,*
Political Superintendent and Commandant on the frontier of Upper Sindh.

The foregoing Articles of Treaty having been concluded between the British Government and the Khan of Khelat, and signed and sealed by Major John Jacob, C. B., on the one part, and Meer Nusseer Khan on the other, at Mustoong, on the 14th May A. D. 1854, corresponding with 16th Shaban A. H. 1270, a copy of the same will be delivered to His Highness, duly ratified by the Governor General in Council, within two months from this date.

(Signed) DALHOUSIE.
,, J. DORIN.
,, J. LOW.
,, J. P. GRANT.
,, B. PEACOCK.

Ratified by the Most Noble the Governor General in Council, Fort William, this 2nd day of June 1854.

(Signed) G. F. EDMONSTONE,
Secretary to the Government of India.

No. XVIII.

CONVENTION between the BRITISH GOVERNMENT and HIS HIGHNESS KHODADAD KHAN, Khan of Khelat and Belochistan, for the extension of the Electric Telegraph through such portions of the dominions of His Highness in Mekran as lie between the western boundary of the province under the feudatory rule of the Jam of Beyla and the eastern boundary of the territory of Gwadur.

ARTICLE 1.

That His Highness the Khan of Khelat shall afford protection to the line of telegraph and to the persons employed in its construction and maintenance through the tract of the country lying between the western boundary of the province under the rule of the Jam of Beyla and the eastern boundary of the Gwadur territory.

KHELAT.

No. XVIII.

ARTICLE 2.

That the British Government shall be at liberty to erect stations in such parts of the said country as they may deem most convenient for telegraph purposes.

ARTICLE 3.

That the material of the telegraph may be landed, free of duty, wherever the British Government may think most convenient on His Highness's coast.

ARTICLE 4.

That the cost of material, labour, landing charges, housing, provisions, &c., shall be borne by the British Government, who will also make any arrangements they may consider most convenient regarding their own supplies, labour, &c., His Highness the Khan undertaking that no impediment shall be thrown in their way, but that, on the contrary, every protection and assistance shall be afforded on his part.

ARTICLE 5.

That for the protection of the line and those employed upon it, the British Government will agree to pay the annual sum of Rupees five thousand (5,000), and His Highness the Khan of Khelat is not to be called upon to go to any further expense than the above sum.

ARTICLE 6.

That His Highness the Khan shall give notice through the Political Agent to the British Government of the proportions of the sum above mentioned which he may wish to be paid to the various Chiefs to whom he will entrust the conservation of the line, it being understood that the whole sum paid by the British Government for that purpose will be expended amongst the Chiefs and people through whose country the line passes. On receipt of His Highness's wishes in this respect, the sums will be paid to the named parties through the Political Agent or other officer appointed by the British Government.

ARTICLE 7.

That annual payment will commence from the date that the Telegraph officers may report that 50 miles of the line have been erected, and that its conservation is complete for that distance.

ARTICLE 8.

That any disagreement between the Telegraph officials and the subjects of His Highness the Khan of Khelat shall be referred to the Political Agent at Khelat if it cannot be satisfactorily settled on the spot by the Telegraph officers in communication with the Agent of His Highness.

ARTICLE 9.

Continued obstruction or injury to the line may cause revocation of this agreement at any time on the part of the British Government.

(Signed) M. GREEN, *Major*,
Actg. Political Agent at the Court of His Highness the Khan of Khelat.

CAMP KUSHMORE,
The 20th Feb. 1863.

ADDITIONAL CLAUSE (X.) of a CONVENTION with HIS HIGHNESS the KHAN of Khelat, for the passage of the Electric Telegraph through his Mekran territory.

ARTICLE 10.

That His Highness the Khan of Khelat, with the view of accelerating the erection of the Electric Telegraph, agrees that the English Government may subsidize and make their own arrangements with the tribes (his subjects) in Mekran.

It being understood that the above shall not include any cession of Khelat territory without his (the Khan's) consent, and that, should offices or buildings be erected, their sites shall always be considered as belonging to the Khelat government.

On the part of the British Government,

JACOBABAD, UPPER SINDH;
The 23rd March 1863.

(Signed) M. GREEN, *Major*,
Actg. Political Agent at Khelat.

Seal.

(Signed) KHODADAD KHAN,
Ruler of Khelat.

BEYLA OR LUS.

BEYLA OR LUS.

No. XIX.

The province of Lus is said to have been granted to an ancestor of the Jam of Beyla by Abdulla Khan, of Khelat, as a reward for services in the field. The conditions of the tenure were that the Jam should acknowledge the supremacy of the Khan and maintain a body of troops for service when required. On the death of Abdulla Khan, the grant was confirmed by Mahabut Khan to Jam Ali, from whom the present Chief, Jam Meer Khan, is regularly descended.

The present Jam succeeded his father Jam Meer Ali about the year 1830. Of late years he has been endeavouring to throw off allegiance to Khelat and make himself independent. The population of his territories is estimated to be about 25,000 souls, and the revenues about Rupees 25,000 from sea-customs and Rupees 10,000 from an assessment on cultivated lands.

In December 1861 an agreement (No. XIX.) was made with Jam Meer Khan for the protection of that portion of the Mekran Telegraph which traverses Lus, in consideration of a subsidy of Rupees 10,000 a year, which was afterwards increased to Rupees 15,000.

No. XIX.

TRANSLATION of AGREEMENT with the JAM of Beyla, dated the 21st December 1861.

Whereas it is in contemplation to carry on, as far as India, the communication now opened between Great Britain and other high States of Europe and Asia by continuing the line of Electric Telegraph from Constantinople and Bagdad, through Persia and Belochistan, to Kurrachee, and whereas in the prosecution of this scheme of universal benefit, it has become necessary to take measures for the security and protection of the said contemplated line, the high government of Bombay have deputed Major F. J. Goldsmid for the special purpose of entering into such negotiations with the several Chiefs holding territory between Kurrachee and Gwadur as may be deemed necessary for the due furtherance of the aforesaid undertaking.

Now the line of coast from the Hubb River to Khos Kulmut or its vicinity, a distance of 240 measured miles, being within the territory of Jam Meer Khan, Chief of Lus Beyla, the undersigned, Major F. J. Goldsmid, on the part of the British Government, and with the knowledge and consent of its firm ally, Khodadad Khan, ruler of the sovereign State of Khelat, hereby makes agreement with Jam Meer Khan aforesaid for the construction, maintenance, and protection of the line of Telegraph between the above-mentioned places.

The detailed agreement is as follows :—

ARTICLE 1.

The materials for the line may be landed on any part of the coast between the Hubb River and Khos Kulmut, and all reasonable assistance will be rendered by the local authorities in ensuring its security and facilitating its construction, due payment being made for labour or articles supplied.

ARTICLE 2.

There will be two Telegraph stations erected for the residence and office of signallers, one at Soumeeanee and one at Ormara.

ARTICLE 3.

All individuals authoritatively employed in the construction, maintenance, or use of the line aforesaid shall receive such protection and assistance from the local authorities as will enable them to prosecute their work without let or hindrance, due payment to be made for labour or articles supplied.

ARTICLE 4.

A sum of Rupees 10,000* yearly shall be paid by the Political Agent at Khelat to the Jam of Beyla, on the understanding that he

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* The amount of yearly payment must depend on further reference as to the actual work required. But the undersigned is of opinion that the full sum may be double that fixed for the pay of a watching establishment here entered. For instance, supposing such establishment to be Rupees 330 per mensem, the yearly amount would be Rupees 3,960, of which the double would be Rupees 7,920. This would be estimated in round numbers at Rupees 8,000.

BEYLA OR LUS.

No. XIX.

keeps up an establishment of not less than men, on salaries of Rupees per mensem in the aggregate, for the due protection of the line, and rendering such assistance as from time to time may be required by the Telegraph employés stationed on the coast.

ARTICLE 5.

Should it be authoritatively reported at any time that the said establishment is insufficient, and such injury be done to the line as would lead to the belief that due care was not exercised in its protection, the Political Agent, Khelat, will be empowered to call upon the Jam of Beyla to make such additional payment as will not exceed in the whole the amount of full yearly subsidy.

ARTICLE 6.

The annual payment to the Jam will commence from the date that five miles of Telegraph wire may be reported set up; all intermediate payment being made according to labour or articles supplied as previously provided.

ARTICLE 7.

Complaints against individuals in the employ of the Telegraph Department not capable of satisfactory adjustment will be referred to the Political Agent at Khelat. Any cases of urgency, whether in the nature of a complaint or otherwise affecting such persons, may be referred to the Magistrate or Commandant of Police at Kurrachee as exceptional, should occasion require.

ARTICLE 8.

Continued obstruction or injury to the line may cause revocation of this agreement on the part of government at any time.

The agreement made between the parties hereto as above defined is to be considered dependent for completion and effect upon the approval of the Bombay Government.

Approved by the Governor General of India in Council on 19th August 1862.

KEDGE.

No. XX.

This is the most western of the provinces which are tributary to Khelat. Although often overrun by armies from Khelat, its subjection has been more nominal than real. The present Naib of Kedge is Fuqueer Noor Mahomed, of the Bezunjo tribe. In 1862 an engagement (No. XX.) was made with him, by which he agreed for an annual subsidy to protect the Mekran Telegraph which passes through his territories. The subsidy granted is Rupees 6,000, of which Rupees 1,000 are paid to the Chief of Pusnee.

No. XX.

Abstract Translation of an Agreement passed, under date the 24th January 1862, by Fuqueer Mahomed Bezunjo, Naib of Kedge, to Major F. J. Goldsmid, Assistant Commissioner in Sindh, on behalf of the British Government.

Under instructions from His Highness the Khan of Khelat, Fuqueer Mahomed Bezunjo has presented himself before Major F. J. Goldsmid, Assistant Commissioner in Sindh, and learnt all the arrangements contemplated for the establishment of the proposed line of Telegraph. He states in the presence of that officer and Rais Rahmutoollah Khan, Agent of His Highness, that if the British Government intend to set the Electric Telegraph on the Mekran coast, he will use his best endeavours to protect and maintain it from Kalmut-bunder to Gwadur-bunder, and will provide the men required for that purpose. For this service he shall receive through the Political Agent, Khelat, and with the consent of the Khan, the sum assigned and deemed proper by the British Government. He will also lend assistance to the due establishment of the Electric Telegraph by protecting the materials and stores in such manner that there shall be no obstruction to the work. It is understood that all articles supplied to the persons connected with the Telegraph shall be duly paid for by the receivers.

KEDGE.

No. XX.

Provided always that his responsibility in the above matter depends on his holding the office of Naib of Kedge.

Signed in the presence of Major F. J. Goldsmid, Assistant Commissioner in Sindh, and in the presence of Rais Rahmutoollah, Agent of His Highness the Khan, under date the 24th January 1862.

Note written before Fuqueer Mahomed, of Kedge, and signed by Rais Rahmutoollah Khan on the 1st February 1862.

The word "Gwadur-bunder" shall be understood to comprise all lands within the recognized boundary of Gwadur.

Approved by the Governor General of India in Council on 19th August 1862.

PERSIA.

It was in the beginning of the seventeenth century, during the reign of Shah Abbas the Great, that the English first established commercial settlements in Persia. Two enterprizing Englishmen, Sir Anthony Sherley and his brother, with a few followers, had made their way to the court of Persia, where they met with a distinguished reception. Sir Anthony returned as envoy from Shah Abbas to establish an alliance with the Christian monarchs of Europe for the destruction of the Turks and with a grant* permitting all Christian merchants to trade freely

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* *Copy of an English translation of the grant obtained by Sir Anthony Sherley from Shah Abbas for all Christians to trade and traffick in Persia.*

Our absolute commanndement, will, and pleasure is that our countries and dominions shall be from this day open to all Christian people and to their religion; and in such sort, that none of ours, of any condition, shall presume to give them any evil word. And, because of the amitie now ioyned with the princes that professe Christ, I do give this pattent for all Christian marchants to repaire and traffick in and through our dominions without disturbances or molestations of any duke, prince, governor, or captaine, or any, of whatsoever office or qualitie, of ours; but that all merchandize that they shall bring shall be so priviledged, that none of any dignitie or authoritie shall have power to looke unto it, neyther to make inquisition after, or stay, for any use or person, the valne of one asper; neyther shall our religious men, or whatsoever sort they be, dare disturbe them, or speake in matters of their faith; neyther shall any of our justices have power over their persons or goodes for any cause or act whatsoever.

If by chaunce a marchant shall die, none shall touch any thing that belongeth unto him; but if the marchant have a companion, he shall have power to take possession of those goodes. But if (by any occasion) he be alone, onely with his servants, the governor, or whomsoever shall be required by him in his sickness, shall be answearable for all such goodes unto any of his nation which shall come to reqnire them. But if he die suddainly, and have neyther companion nor servant, nor time to recommende to any what he woulde have done, then the governor of that place shall sende the goodes to the next marchant of his nation which shall be abiding in any parts of our dominions.

And those within our kingdomes and provinces having power over our tolles and customes shall receive nothing, nor dare to speake for any receipt from any Christian marchant.

And if any such Christian shall give credite to any of our subiectes (of any condition whatsoever) he shall, by this pattent of ours, have authoritie to reqnire any caddie, or governor, to do him justice, and thereupon, at the instant of his demaunde, shall cause him to be satisfied.

PERSIA. with Persia. Under the patronage of Shah Abbas, the English, the French, and the Dutch had established factories at Gombroon, to which place the Persian monarch afterwards gave the name of Bunder Abbas or the Port of Abbas, by which it is now known. Shah Abbas, however, had less toleration for the Portuguese, who, in 1507, under Albuquerque, had conquered and occupied the island of Hormuz, at the entrance of the Persian Gulf, not far from Gombroon, and he resolved on their expulsion. He was joined in this enterprise by the English, then at war with Portugal, with whom in 1622 he entered into an engagement* granting them half the plunder of the island and half the future customs of Gombroon and Hormuz. The Portuguese were driven out, but the promises of the king of Persia to the English were not kept. The factory at Gombroon was maintained through many losses and disasters till 1761, when it was withdrawn in consequence of the oppressions of the provincial Governor of Lâr.

Neyther shall any governor, or justice, of what qualitie soever he be, dare take any rewarde of him, which shall be to his expense; for our will and pleasure is, that they shall be used in all our dominions to their owne full content, and that our kingdomes and countries shall be free unto them.

That none shall presume to aske them for what occasion they are heere.

And although it hath bin a continuall and unchaungeable use in our dominions every yeere to renue all pattents, this pattent, notwithstanding, shall be of full effect and force for ever, without any renuing, for me and my successors, not to be chaunged.

* *The following is the substance of the Articles of Agreement as given in Fryer's Travels, Chapter XII.*

First.—Stipulating that the Persian soldiers should not meddle with the spoils before "the English mariners were satisfied, [which were such of all sorts of jewels, gold and "silver, that they refused to carry off any more.]

"*Secondly.*—That Bunder Abassi, now Gombroon, should yearly divide half the cus-"toms between the English and Persians, and that whatever English ship should enter the "port should be free from any manner of tribute.

Thirdly.—That it should be lawful for them to transport twenty horses, of which num-"ber two might be mares, yearly.

"*Provided first.*—That the English should keep two men of war constantly to defend the Gulf; and

"*Secondly.*—That they should deliver the Portugal's forts into the Persians' hands, in "doing which the English should always be esteemed the emperor's friends; and

"*Lastly.*—Should have the first seat in the Council, and their Agents be looked on "with equal grace to their prime nobility."

PERSIA.

The death of Shah Abbas in 1628 was followed by the rapid fall of the Suffavean dynasty. Four weak princes of that house successively ascended the throne of Persia. During their reign the Turks severed from the Persian empire some of the best of the western provinces, the Arab ruler of Muscat possessed himself of the islands in the Persian Gulf, the Afghans of the Abdali tribe made themselves independent in Herat and the Ghiljies in Candahar, and in 1722, within a century after the death of Shah Abbas, Ispahan was besieged by Mahmood of Candahar, to whom Shah Hossein formally resigned his crown.

The Afghan dynasty was short-lived. Mahmood died in a state of raving madness in 1725. His cousin and only successor Ashraf was slain in 1730 while fleeing in the desert before his conqueror Nadir Kooli Khan, the notorious Nadir Shah. After the abdication of Shah Hossein, his son Tamasp had assumed the name and state of king, and was unceasing in his feeble efforts to recover the crown. He entered into a Treaty with Russia, ceding all the possessions of Persia on the Caspian Sea on condition of the emperor expelling the Afghans and placing him on the throne, and with the same view he entered into negotiations with the Turks, who were extending their conquests in the north and west. Without much consideration, however, for Tamasp and his pretensions, the courts of St. Petersburg and Constantinople concluded a Treaty in 1725, by which they partitioned Persia between themselves. It was entirely to the energy and talents of Nadir Kooli Khan, who had acquired a great reputation for courage and enterprise, that Tamasp was indebted for the recovery of his fortunes. Nadir Kooli was put in command of Tamasp's small army in 1727. He compelled the whole of Khorassan to acknowledge the son of Shah Hossein, and by the close of the year 1730 the foreign Afghan rulers were expelled from Persia, most of their followers were put to the sword, and the Suffavean dynasty was once more represented on the throne in the person of Shah Tamasp, who granted to Nadir Kooli, as a reward for his services, the provinces of Khorassan, Mazenderan, Seistan, and Kerman.

Shah Tamasp was permitted to enjoy his nominal sovereignty only two years, when he was dethroned by Nadir Kooli, who, with affected reluctance, accepted the crown. Under Nadir Shah the Persian empire recovered for a time its former glory. He not only recovered the

PERSIA.

provinces conquered by the Turks and the Russians, but reduced Sindh, Candahar, Cabool, Balkh, and the whole country between the Oxus and the Caspian Sea, carried his arms to Delhi, gave up the capital of the Moghuls to plunder and massacre, and compelled the emperor of Delhi to cede to him all his possessions west of the Indus.

Nadir Shah was murdered in 1747. Within a few years after his death the mighty empire which he had re-created was dismembered. Ahmed Khan Abdali proclaimed himself king of the Afghans, took Candahar and Herat, and laid the foundation of an empire which he extended by conquests more brilliant than those of Nadir Shah. The province of Khorassan was all that was left to Shah Rokh, the blinded grandson of Nadir Shah. This was guaranteed in his independent possession by Ahmed Khan, but was soon broken up into a number of independent principalities. The southern and western provinces of Lâr, Fars, Irak, Azerbijan, and Mazenderan were subdued by Kureem Khan of the tribe of Zund, and a prince of the Suffavean house named Shah Ismael, a son of the sister of Shah Hossein, was set up as king. He was, however, a mere puppet, and was at last cast into prison, while the reins of government were held by Kureem Khan alone. Kureem Khan was a just and enlightened ruler. He took great pains to extend and encourage commerce, and, during his reign, the English, who had abandoned Gombroon, obtained, in 1763, a Firman (No. XXI.) for a factory at Bushire and the trade of the Persian Gulf.

Kureem Khan died in 1779 after a vigorous rule of twenty-six years. His death was the signal for fresh revolutions marked by the most atrocious cruelties, in the course of which the four surviving sons of Kureem Khan were savagely mutilated, and which ended in 1795 in the elevation of Aga Mahomed Khan of the Kujur tribe, the founder of the present dynasty, to the throne of Persia. In 1788, during the brief rule of Jaffir Khan, nephew of Kureem Khan, and the last representative but one of the Zund family, the English, who, during the revolution, had been subjected to many oppressive exactions, obtained through the Chief of their factory at Bussora another Firman (No. XXII.) for unrestricted trade in the Persian dominions.

Aga Mahomed Khan, who for many years had ruled over a considerable province of the Persian empire, but who was not acknowledged

PERSIA.

as independent sovereign till 1795, was scarcely established in power when he found himself involved in a war with Russia. Taking advantage of the distracted state of Persia, Heraclius, the Wullee of Georgia, had, in 1783, transferred his allegiance from Persia to Catherine the Second, who received him under her protection and guaranteed the integrity of his possessions. In 1795 Aga Mahomed Khan resolved to punish the Georgians for their defection, and marching upon the country with a rapidity which prevented the Wullee from receiving support from Russia, he ordered a general massacre of the inhabitants, sparing the young and beautiful, whom he carried off into captivity. Persia was instantly invaded by a Russian army, who soon gained important successes and were advancing on Teheran, when their progress was stopped, and they were recalled by the death of the empress in 1796.

In the following year Aga Mahomed Khan was murdered. He was one of the most prudent and able kings who ever ruled in Persia. He was succeeded by his nephew Futteh Ali Khan, during whose rule commenced that closer connection between the British Government and Persia which had its origin in the fear of an Afghan invasion of India, the designs of the French on the British dominions in the east, and the competition of European powers for influence at Teheran.

From the success which had attended the invasion of India by Nadir Shah and Ahmed Shah Abdali, it was believed that the plains of India were exposed to be periodically ravaged by any ambitious ruler in Afghanistan. In 1796 Zeman Shah, grandson of Ahmed Shah Abdali, advanced to Lahore with the professed purpose of restoring the House of Timour from the domination of the Mahrattas. Disturbances in his own dominions recalled him in the following year; but this invasion and rumours of renewed preparations, coupled with the apprehension of an invasion of India by the French, and the deputation of a secret embassy by Napoleon to establish his influence at Teheran, forced the British Government to measures for the security of their Indian possessions. Captain Malcolm was accordingly deputed as envoy to Persia to negotiate a political and commercial alliance. He concluded two Treaties in 1801 with the Persian minister, which the king ratified by prefixing his Firman. By the terms of the political Treaty (No. XXIII.) the king of Persia engaged to lay waste the country of the Afghans if ever they

PERSIA. should invade India, and to prevent the French from settling or residing in Persia, while, in the event of war between the Afghans or the French and Persia, the English were to assist the king with military stores. By the commercial Treaty (No. XXIV.) all the privileges of the old factories were restored, several more were granted, and the duties to be collected from purchasers of staples were reduced to 1 per cent.

In 1805, during the war between Persia and Russia, which originated in the invasion of Georgia, the king of Persia, having suffered severe reverses, and being threatened with the vengeance of Russia for the treacherous murder of the Russian General, threw himself on the support of Napoleon, who was then at the height of his power, and made overtures for a union of political interests with France. He bitterly resented the interpretation which the British Government put upon the Treaty of 1801 and their refusal to give him the assistance against Russia which he claimed under that Treaty, and in consideration of which he had offered, through his ambassador Aga Mahomed Nubbee Khan, to relinquish the French alliance. The proposals of the French were that they should compel the Russians to restore the provinces wrested from Persia, and that they should furnish the king with military stores and officers to organize his army on the European system, while the king on his part was to declare immediate war with the English, to invade India by way of Afghanistan, and to permit a French army to invade India through his territories. These negotiations were frustrated by the peace concluded at Tilsit between Napoleon and the emperor Alexander, but they had the effect of rousing the British Government to efforts for the recovery of their lost ascendancy at the Court of Teheran and the protection of their Indian empire by binding the western frontier States in a chain of friendly alliance. Missions were sent to the Ameers of Sindh, Runjeet Sing, and the Court of Cabool, and Sir John Malcolm was again accredited as envoy to Persia. Unfortunately, however, without previous concert with the Indian Government, and in ignorance of the measures concerted by them, Sir Harford Jones was at the same time deputed direct from England as plenipotentiary on the part of the crown. This event led to unseemly complications, which had the effect of rendering both governments ridiculous in the eyes of the Persians.

PERSIA.

Sir John Malcolm was instructed, in the event of Sir Harford Jones arriving at Bombay on his way to Persia before him, to proceed as envoy to Baghdad for the purpose of establishing an alliance with the Pacha and the petty Chiefs in Arabia, leaving Sir H. Jones to conduct the negotiations at Teheran; but the paramount importance of recovering a footing in Persia was to over-rule all other considerations, and Sir J. Malcolm was to proceed on his mission to Persia without delay if he should find himself the first in the field. Sir John arrived in Persia first, while the king was still trusting to the liberal promises with which the French amused him. Considering the dignity of the British Government insulted by an attempt, which he attributed to the influence of the French embassy, to exclude him from the royal presence and draw him into negotiations with subordinate officials at Shiraz, he concluded that there was no hope of a friendly alliance. He therefore abruptly quitted the country, and, proceeding to Calcutta, induced Lord Minto to prepare for the occupation of the island of Kharack in the Persian Gulf as a position from which the British Government could either negotiate with dignity or act with effect if war should be declared. The instructions given to Sir Harford Jones were that he should remain at Bombay till the issue of Sir John Malcolm's mission was known, but that he should proceed to Persia at once in the event either of Sir J. Malcolm being obliged to leave without attaining his object, or of his succeeding in concluding a preliminary Treaty. On Sir John Malcolm's return, therefore, he set out for Teheran. Further instructions to suspend his mission reached him too late. He arrived at Teheran when the king had lost all faith in the professions of the French, which, in consequence of the peace with Russia and reverses in Europe, they were no longer able to fulfil, and he therefore found no difficulty in concluding a preliminary Treaty (No. XXV.). By this Treaty, which was concluded on the 12th and exchanged on the 15th March 1809, all Treaties contracted by the king with European powers were annulled, the king engaged to prevent the passage of European armies through his dominions towards India, and the English were to assist him with troops or a subsidy if any European forces should invade his territories, and to take no part except as mediators in any war between Persia and Afghanistan.

PERSIA.

The validity of this Treaty, subject to such modifications as might afterwards be agreed upon, was recognised by Lord Minto, who, however, suspended the functions of Sir H. Jones, directed him to withdraw from Persia, and again sent Sir John Malcolm as envoy to the king for the purpose of concerting further arrangements. Meanwhile Sir H. Jones had received orders from England to remain at Teheran till the arrival of another plenipotentiary, Sir Gore Ouseley, whose powers superseded those both of Sir H. Jones and Sir J. Malcolm. A definitive Treaty* (No. XXVI.) based on the preliminary Treaty of 1809 was concluded by Sir Gore Ouseley on 14th March 1812, but some of the stipulations were altered in England, and it was not till 1814 that the terms of the Treaty (No. XXVII.) were finally adjusted.

Throughout the long reign of Futteh Ali Shah, the Persian empire enjoyed rest from internal revolution, but it suffered severely from protracted war with Russia. The provinces of Georgia, Mingrelia, Daghistan, Sherwan, Karabagh, and Talish were successively severed from it, and only the good offices of the British Government arrested the further advance of the Russian arms. In October 1813 peace was concluded at Goolistan, and a Treaty was drawn up, indicating generally the boundary between the Russian and Persian empires, but leaving its exact direction to be afterwards settled by Commissioners. For some years thereafter there was nominal peace, but in the adjustment of the boundaries many difficulties and disputes arose. The Russians occupied and refused to evacuate the district of Gokcha, which the Persians claimed as theirs. Hostilities were renewed in 1826, the first attack being made by Abbas Mirza, the prince royal of Persia. At the commencement of the war, the Persians claimed from the British Government the assistance in money or troops stipulated for in the 4th Article of the definitive Treaty of 1814. After enquiry, however, assistance was refused, on the ground that actual hostilities had been provoked by aggression on the part of Persia, but for which the disputes might have been adjusted by negotiation—a decision of course unsatisfactory to the king of Persia, who argued that the

* This Treaty, although never formally ratified by His Majesty's government, is inserted in this collection because it is referred to in the Treaty of 1814, and the scope of the later Treaty cannot be fully understood without comparison with it.

Russian occupation of Gokcha was an aggression on his dominions. In the course of the war the Persians sustained severe losses, but at length, through the mediation of the British envoy, a Treaty of peace was concluded at Turkomanchai, on 23rd February 1828, by which the Persian government ceded to Russia the provinces of Erivan and Nukshivan, and agreed to pay indemnification for the expenses of the war. The emperor of Russia engaged to recognize Abbas Mirza, the king's eldest son, as heir and successor to the throne of Persia.

On the conclusion of the negotiation, opportunity was taken by the British envoy to purchase the abrogation (No. XXVIII.) of the 3rd and 4th Articles of the Treaty of 1814 by a payment of 2,00,000 Tomans, or one year's subsidy. These Articles had been found exceedingly onerous and inconvenient, and productive only of collision with the Persian government. By the cancelling of the 3rd and 4th Articles of the Treaty, the 6th and 7th Articles also were virtually abrogated.

Futteh Ali Shah died in October 1834. His son Abbas Mirza died the preceding year. By the influence of Russia and England, Mahomed Shah, son of Abbas Mirza, was placed on the throne, notwithstanding the opposition of many princes of the royal blood. After the pacification of Europe in 1815, and the removal of those dangers which had given such exaggerated importance to the Persian alliance, no steps were taken to maintain the influence in Persian counsels which had been secured to the British Government by the Treaty of Teheran in 1814. On the contrary, much was done to dishearten the Shah and impress him with the belief that the preservation of the integrity of his empire was a matter of indifference to England. Not the least offensive part of the change in policy was the transfer, in 1823, of the relations with Persia to the government of India, and the substitution of an envoy of the Governor General for the plenipotentiary of the crown. This change was accepted most reluctantly by the Shah, who believed that it was not only derogatory to his dignity, but dangerous to his power. The conflict between the crown and the Indian Government regarding the mission in 1809 had lowered his respect for the latter, and, moreover, he believed that the operations which the Indian Government undertook in the year 1819 against the pirates in the Persian Gulf, would have ended in aggressions on his government, but for the control of the English ministry. So

PERSIA.

little care was taken to cultivate relations with Persia, that, after the peace of Turkomanchai and the abrogation of the subsidy agreement of 1814, a measure to which the Shah agreed only under the pressure of pecuniary embarrassments caused by the payment of indemnity to Russia, it is not surprising that the influence of the British Government at Teheran should have declined before that of Russia. The Shah for some years continued to urge the necessity of revising the Treaty of 1814, and of substituting for the abrogated Articles a general stipulation of protection which would at least evidence the wish of the British Government that the independence of Persia should be preserved. No steps, however, were taken to meet the expectations of the Shah, and when at last, after long delay, the British Government, in 1833, authorized their representative in Persia to enter on negotiations for a revision of the Treaty, their ascendancy had given place entirely to that of Russia. The negotiations were protracted till the year 1837, but led to no result. For a quarter of a century, indeed, British merchants in Persia had not even the protection of a commercial Treaty or any other security for trade than that which the general friendly relations of Britain with Persia afforded them, save a Firman (No. XXIX.) abolishing export duty on horses, and another (No. XXX.) granted in 1836, permitting British merchants to trade on payment of the same duties as those paid by Russian merchants. The preamble of the Treaty of 1814 provided that a commercial Treaty should be afterwards concluded; this, however, was never done, and the Persian government maintained that the commercial Treaty concluded by Sir John Malcolm was abrogated by the later Treaty of 1814. The British representatives, Mr. Ellis and Mr. Morrier, had, in 1814, addressed an official note to the Shah, proposing that commerce should remain on the footing of the Treaty of 1800, but this proposal was never accepted. Matters remained in this unsatisfactory state till 1841, when a commercial Treaty (No. XXXI.) was concluded, which put the trade of Britain and Persia on the same footing as that of the most favoured nations, and provided for the establishment of commercial Agencies in the two countries. In 1844 a Firman (No. XXXII.) was obtained, prescribing the procedure to be followed for the protection of merchants in cases of bankruptcy and insolvency.

PERSIA.

In 1848, when the British Government were making strenuous exertions to suppress the traffic in African slaves, an engagement (No. XXXIII.) was obtained from the Shah to prohibit the importation of slaves into Persia by sea. The priests were greatly averse to the abolition of slave traffic, and the Shah did not feel himself strong enough to brave their opposition and to absolutely and explicitly prohibit the importation of slaves into his dominions; but he virtually did so by forbidding importation by sea, as the route by land is not practicable. In 1851 a Convention (No. XXXIV.) was concluded for the search and seizure of Persian vessels suspected of being engaged in the slave trade.

The reconquest of Afghanistan was always a favorite dream of the Kujur dynasty, who conceived that their rights of sovereignty over that country were as complete as in the days of the Suffavean kings. The first use which the Russians made of their ascendancy after the peace of 1828 was to encourage Futteh Ali Shah in his ambition for eastern conquests as an off-set for the cessions on his north-western frontier, and as a means of indirectly establishing their own influence as far as the Indus. Futteh Ali Shah projected two unsuccessful expeditions against Afghanistan and the city of Herat, which is the key to the country. His son Mahomed Shah, who was ever a friend of Russia and an enemy to British interests, revived the project, and with a large force laid siege to Herat on 23rd November 1837. He was aware and had been warned that any hostile movement against Herat would be viewed with dissatisfaction by the British Government. Confident, however, in the support of Russia, he rejected all offers for the settlement of his disputes with Shah Kamran of Herat by friendly mediation, and treated the British mission with a marked discourtesy, which compelled the envoy to lower his flag and declare the alliance with Persia at an end. To force the Shah to renounce his ambitious projects, a demonstration was made in the Persian Gulf by the occupation of the island of Kharack. This had the effect of forcing him to withdraw his troops from Herat after a memorable siege of ten months, in which all his efforts to take the city were defeated by the energy and ability of Eldred Pottinger, a young English officer of Artillery. On the withdrawal of the British armies from Afghanistan, Shah Kamran was deposed and mur-

PERSIA.

dered by his vizier Yar Mahomed Khan, who in words professed himself to be a dependant of the Shah of Persia, but maintained himself in real independence.

Mahomed Shah died in August 1848 and was succeeded by his eldest son Naseer-ood-deen, the present king. On the death of Yar Mahomed Khan, of Herat, in 1851, his son Syud Mahomed Khan succeeded him. Feeling himself insecure in power, and being threatened by the Ameer of Cabool and by Kohundil Khan from Candahar, Syud Mahomed Khan made overtures to Persia, and a force was despatched by the Shah nominally to reduce the Turkomans, but in reality to occupy Herat. The British envoy at Teheran remonstrated and required from the Persian government explicit assurances of the course they meant to adopt. On 25th January 1853 the Persian government signed an Agreement (No. XXXV.) not to send troops to Herat unless it should be attacked by a foreign force, and not to interfere further in its affairs than had been done in the life-time of Yar Mahomed. This interference with their ambitious projects greatly irritated the Persian court, who showed their annoyance by a series of vexatious slights, which destroyed all cordiality of intercourse with the British envoy, and eventually caused a new rupture. In 1854 Mirza Hashim Khan, who had been discharged from the Shah's service, was appointed to be agent at Shiraz for the British mission. The Persian government objected to the appointment, and threatened to imprison him if he should proceed on his duty. They next seized and imprisoned his wife. As all redress was persistently refused, the envoy at Teheran struck his flag on the 20th November and withdrew from the Persian dominions. An official notification was issued by the Persian government justifying their proceedings, and insinuating that the interest of the British envoy in the case sprang from an intrigue with the wife of Mirza Hashim. In the mean time Mahomed Yusoof, grandson of Feroze one of the brothers of Shah Suja, had put Syud Mahomed Khan, the ruler of Herat, to death, and had applied to the Shah of Persia for assistance. A force was sent, in December 1855, in violation of the agreement which had been made by the Persian government. Mahomed Yusoof was taken prisoner, and Herat was captured on 26th October 1856. Every effort having failed to induce the Persian government to adjust the quarrel and to

apologize for the insults to the British mission, a force was despatched from Bombay to occupy the island of Kharack, and war was formally declared on 1st November 1856. After a brief campaign, hostilities were terminated by the Treaty of Paris (No. XXXVI.) concluded on 4th March 1857. This Treaty revived none of the earlier Treaties cancelled by the war except the Convention of August 1851 for the suppression of slavery in the Persian Gulf, which by the 13th Article is renewed till August 1872, and for such time afterwards as neither of the contracting parties by a formal declaration annul it.

In 1861 proposals were made for a convention between the Indian and Persian governments for the construction of a line of telegraph from the Turkish frontier through Persia to Bunder Abbas, to form part of a telegraph line from England to India. After some negotiations, however, the Persian government, on 25th April 1862, declined the terms offered. The route through Persia was therefore abandoned, and the Turkish and Indian lines of telegraph were connected by a sub-marine cable in the Persian Gulf. The Shah afterwards decided on constructing an alternative line at his own cost from Khanakeen, on the Turkish frontier, through Teheran, Ispahan, and Shiraz, to meet the other line at Bushire, and for this purpose he concluded an engagement (No. XXXVII.) in December 1863, to place the construction and working of the line for a time under the superintendence of an English Engineer officer, to purchase the materials from the British Government, and to allow the British Government the use of the line on payment of specified charges.

No. XXI.

Articles of Agreement made with Shaik Sadoon, of Bushire, the 12th April 1763.

Article 1.

No customs or duties to be collected on goods imported or exported by the English; and, in like manner, only three per cent. to be taken from the merchants who buy or sell to the English.

PERSIA.

No. XXI.

ARTICLE 2.

The importation and sale of woollen goods to be solely in the hands of the English; and if any person whatever attempts to bring woollen goods clandestinely, it shall be lawful for the English to seize them. This Article to take place in four months from the date hereof.

ARTICLE 3.

No European nation whatever is to be permitted to settle at Bushire so long as the English continue a factory here.

ARTICLE 4.

The brokers, linguists, servants, and others of the English are to be entirely under the protection and government of the English; nor is the Shaik, or his people, in any shape to molest them, or interfere in their affairs.

ARTICLE 5.

In case any of the inhabitants become truly indebted to the English and refuse payment, the Shaik shall oblige them to give the English satisfaction.

ARTICLE 6.

The English to have such a spot of ground as they may pitch upon for erecting a factory, and proper conveniences for carrying on their commerce to be built at the Shaik's expense. They are to hoist their colours upon it, and have twenty-one guns for saluting.

ARTICLE 7.

A proper spot of ground to be allotted the English for a garden and another for a burying ground.

ARTICLE 8.

The English, and those under their protection, not to be impeded in their religion.

ARTICLE 9.

Soldiers, sailors, servants, slaves, and others belonging to the English, who may desert, are not to be protected or entertained by the Shaik or his people, but, *boná fide*, secured and returned.

ARTICLE 10.

In case any English ships sell to or buy from the country merchants apart from the factory, a due account thereof is to be rendered to the English Chief for the time being, for which purpose one of his people is to attend at the weight and delivery of all goods so sold, which is to be done at the public Custom House.

ARTICLE 11.

If through any accident an English vessel should be drove on shore in the country belonging to the Shaik, they shall not in any respect be plundered; but, on the contrary, the Shaik shall afford the English all the assistance in his power for saving them and their effects, the English paying them for their trouble.

ARTICLE 12.

The Shaik shall not permit his subjects to purchase any goods from English vessels in the road, but only on shore.

The Seal of Shaik Sadoon.

ROYAL GRANT from KAREM KHAN, King of Persia, 1763.

The Great God having, of his infinite mercy, given victory unto Karem Khan, and made him Chief Governor of all the kingdoms of Persia, and established under him the peace and tranquillity of the said kingdoms, by means of his victorious sword, he is desirous that the said

PERSIA.
No. XXI.

kingdoms should flourish and re-obtain their ancient grandeur by the increase of trade and commerce, as well as by a due execution of justice.

Having been informed that the Right Worshipful William Andrew Price, Esq., Governor General for the English nation in the Gulf of Persia, is arrived with power to settle a factory at Bushire, and has left Mr. Benjamin Jervis, Resident, who, by directions from the said Governor General, has sent unto me Mr. Thomas Durnford and Stephen Hermit, linguist, to obtain a grant of their ancient privileges in these kingdoms, I do, of my free will and great friendship for the English nation, grant unto the said Governor General, in behalf of his king and Company, the following privileges, which shall be inviolably observed and held sacred in good faith:—

That the English Company may have as much ground, and in any part of Bushire, they choose to build a factory on, or at any other port in the Gulf. They may have as many cannon mounted on it as they choose, but not to be larger than six pounds bore; and they may build factory houses in any part of the kingdom they choose.

No customs shall be charged the English on any goods imported or exported by them at Bushire, or any other port in the Gulf of Persia, on condition that at no time they import or export other persons' goods in their names. They may also send their goods, customs free, all over the kingdom of Persia; and on what goods they sell at Bushire, or elsewhere, the Shaik, or Governor, shall only charge the merchants an export duty of three per cent.

No other European nation, or other persons, shall import any woollen goods to any port on the Persian shore in the Gulf, but the English Company only; and should any one attempt to do it clandestinely, their goods shall be seized and confiscated.

Should any of the Persian merchants, or others, become truly indebted to the English, the Shaik, or Governor of the place, shall oblige them to pay it; but should he fail in his duty herein, the English Chief may do his own justice and act as he pleases with the debtors to recover what owed him or them.

In all the kingdom of Persia the English may sell their goods to, and buy from, whomever they judge proper; nor shall the Governor, or Shaik, of any ports or places, prevent their importing or exporting any goods whatever.

When any English ship or ships arrive at any ports in the Gulf of Persia, no merchants shall purchase from them clandestinely, but with the consent and knowledge of the English Chief there resident.

Should any English ship or vessel be drove on shore, unfortunately wrecked, or otherwise lost in any part of the Gulf of Persia, the Shaiks, or Governors of the adjacent places, shall not claim any share of the said wrecks, but shall assist the English, all in their power, in saving the whole or any part of the vessel or cargo.

The English, and all those under their protection, in any part of the kingdom of Persia, shall have the free exercise of their religion, without molestation from any one.

Should soldiers, sailors, or slaves desert from the English in any part of Persia, they shall not be protected or encouraged, but, *bonâ fide*, delivered up, but not be punished for the first or second offence.

Wherever the English may have a factory in Persia, their linguist, brokers, and all other their servants, shall be exempt from all taxes and impositions whatever, and under their own command and justice, without any one interfering therein.

Wherever the English are, they shall have a spot of ground allotted them for a burying ground; and if they want a spot for a garden, if the king's property, it shall be given them *gratis*; if belonging to any private person, they must pay a reasonable price for it.

The house that formerly belonged to the English Company at Schyrash I now re-deliver to them, with the garden and water thereto belonging.

ARTICLES desired by the KHAN.

That the English, according to what was formerly customary, shall purchase from the Persia merchants such goods as will answer for sending to England or India, provided they and the Persians shall agree on reasonable prices for the same, and not export from Persia the whole amount of their sales in ready money, as this will impoverish the kingdom and in the end prejudice trade in general.

That the English, wherever they are settled, shall not maltreat the Mussulmen.

What goods are imported by the English into Persia, they shall give the preference in sale of them to the principal merchants and men of credit.

The English shall not give protection to any of the king's rebellious subjects, nor carry them out of the kingdom, but deliver any up that may desert to them, who shall not be punished for the first or second offence.

The English shall at no time, either directly or indirectly, assist the king's enemies.

All our Governors of provinces, sea-ports, and other towns are ordered to pay a strict obedience to these our orders, on pain of incurring our displeasure, and of being punished for their disobedience or neglect.

Dated in Schyrash, the 23*rd of Seerhoja* 1176, *or the* 2*nd of July* 1763.

No. XXII.

Translate of a Firman from Jaffir Khan.

In the name of the Almighty and Glorious God!

This is exalted Firmana.

After Compliments.—And as we are always desirous that the merchants and Coflas, who have occasion to pass backwards and forwards in our dominions, should do so in safety, that they should sleep in the cradle of security and confidence, and that they should transact all their business as far as in us lies, without trouble or vexation:—

Therefore the high, exalted Firmana has been issued forth, containing the strictest mandates to all Governors and Commanders of our towns and castles, to all our Sirdars, and to all Riotdars, who receive customs on the roads, that they do show every favour to all persons employed by the English nation in our dominions for the purpose of merchandize, whether it be for importation or exportation, and that they be constantly vigilant in protecting them, and moreover that these our above-mentioned servants, upon no account or pretence whatsoever, require any customs, presents, or money from the Agents of the English nation, but that it may so happen that from a confidence in us, and from a full persuasion of not receiving any insult or vexation, they, the

English, may be induced to pass backwards and forwards and to trade in our dominions. And whenever they shall have disposed of the goods and merchandize which they may import for sale, they shall have full liberty to make their returns according to their own wishes.

And it is therefore necessary that our most honoured friend, the English Balios at Bussora, should perfectly understand that in this way our favour is equal in magnitude to whatever he can hope or desire, and it is moreover necessary that in order to make trial thereof he should encourage his nation to trade into Persia, and he has again our word that they shall do so in the fullest and most perfect security.

Again, whatever goods or merchandize the English nation shall import for sale, there shall be no restrictions put upon the sale thereof, but after their Agents shall have completed the sales and fulfilled the design of their journey, they shall have every protection granted them on their return, and again upon our royal word there shall be no impositions laid upon them; for if ever, heretofore, there has been any impositions or vexations practised upon the English nation in Persia, it is our will that from this day they be abolished and forgotten.

And being persuaded of the sincerity of our most honoured friend the Balios, we accept of his offer of services and request of him to purchase immediately such rarities as are procurable at Bussora, favouring us at the same time with the amount cost thereof, in order that we may order the same to be repaid to the person who shall be sent with them.

Let our friend, therefore, on all occasions rest satisfied of our favour and protection. Let him on all occasions make known to us his wishes and wants, and let the above for ever remain a compact between us.

Written on the eighth of the second month of Rabua, in the year of Hijree one thousand two hundred and two, answering the 18*th January* 1788.

The refuge of supplicants, Jaffir, the son of Mahomed Saduck.

PERSIA.

No. XXIII.

No. XXIII.

TRANSLATION of a Firman from FUTTEH ALI SHAH, King of Persia, and of an annexed Treaty concluded by HAJEE IBRAHEIM KHAN, Prime Minister on the part of the King of Persia, by whom he was fully empowered, and by CAPTAIN JOHN MALCOLM, on the part of the English government, by virtue of powers delegated to him for that purpose by the MOST NOBLE THE MARQUIS WELLESLEY, K. P., Governor General of India, &c., &c., &c.

FIRMAN.

In the name of the beloved and Great God!

The King of Persia's Seal.

The earth is the Lord's. Our august commands are issued, that the high in rank, the exalted in station, the great rulers, officers, and writers of the ports, sea-coasts, and islands of the provinces of Fars and Khoozistaun, do consider themselves as particularly honoured and advanced by the royal favour; and whereas, at this period, the foundations of union and friendship have been cemented, and the habits of amity and intercourse have been increased between the ministers of the Persian State, of eternal duration, and the ministers of the high government of the refulgent sun of the sky of royalty, greatness, and eminence, the sovereign of the countries of England and India; and as various engagements and Treaties, calculated for duration and permanence, and for mutual good understanding, have been contracted, therefore this command, from the Palace of Glory, requiring obedience, has been proclaimed, that you, high in rank, do cheerfully comply and execute the clear sense and meaning of what has been established; and should ever any person of the French nation attempt to pass your ports or boundaries, or desire to establish themselves either on the shores or frontiers, you are to take means to expel and extirpate them, and never to allow them to obtain a footing in any place, and you are at full liberty and authorized to disgrace and slay them. You are to look upon it as your duty to aid and act in a friendly manner to all traders, merchants, and men of rank of the English nation; all such you are to consider as possessing the favour of the king; and you must act in

conformity to the conditions of the annexed Treaty that has been concluded between the trustworthy of the high State, the bracelet of the graceful government, Hajee Ibraheim Khan, and the high in rank, Captain John Malcolm. View this as an obligation.

Dated the 12*th of Shaban, in the year of the Hegira* 1215, *corresponding with the* —— *of January* A. D. 1801.

Sealed, in the usual form, on the back of the Firman, by the following ministers :—

Seal of Hajee Ibraheim Khan.	Seal of Mirza Shuffee.
Seal of Mirza Rezah Kouli.	Seal of Mirza Assud Ooollah.
Seal of Mirza Reezy.	Seal of Mirza Ahmud.
Seal of Mirza Mortiza Kouli.	Seal of Mirza Fuzullah.
Seal of Mirza Yusoof.	

PERSIA.

No. XXIII.

Treaty annexed.

Preamble.—Praise be unto God, who said, "Oh you who believe perform your contracts, perform your covenants with God, when you enter "into covenant with him, and violate not your engagements after the "ratification thereof." After the voice is raised to the praise and glory of the God of the world, and the brain is perfumed with the scent of the saints and prophets (to whom be health and glory), whose rare perfections are perpetually chaunted by birds of the melodious notes,* furnished with two, three, and four pair of wings, and to the highest seated in the heavens, for whom good has been predestinated, and the perfume mixed with musk, which scenteth the celestial mansions of those that sing hymns in the ethereal sphere, and to the light of the flame of the Most High, which gives irradiated splendour to the collected view of those who dwell in the heavenly regions, the clear meaning of (the Treaty) which has been established on a solid basis is fully explained in this page, and it is fixed as a prescription of law, that in this world of existence and trouble, and in this universe of creation and concord, there is no action among those of mankind that tends more to the perfection of the human race, or to answer the end of their being and existence, than that of cementing friendship, and of establishing intercourse, communication, and connexion between each other. The image reflected from the mirror of accomplishment is a tree fruitful and abundant, and one that produces good both now and hereafter. To illustrate the allusions that it has been proper to make and to explain these metaphors, worthy of exposition at this happy period of auspicious aspect, a Treaty has been concluded between the high in dignity and the exalted in station, attended by fortune, of great and splendid power, the greatest among the high viziers, in whom confidence is placed, the faithful of the powerful government, the adorned with greatness, power, glory, splendour, and fortune, Hajee Ibraheim Khan, on being granted leave, and vested with authority from the port of the high king, whose Court is like that of Solomon, the asylum of the world, the sign of the power of God, the jewel in the ring of kings, the ornament in the cheek of eternal empire,

* Metaphorically, Angels.

the grace of the beauty of sovereignty and royalty, the king of the universe, like Caherman of the mansion of mercy and justice, the phœnix of good fortune, the eminence of never-fading prosperity, the king powerful as Alexander, who has no equal among the princes exalted to majesty by the heavens in this globe, a shade from the shade of the Most High, a khooroo, whose saddle is the moon and whose stirrup is the new moon, a prince of great rank, before whom the sun is concealed.

(Arabic Verse.)

"Thy benevolence is universally dispensed; everywhere drops are scattered. Thy kindness shadows cities; may God fix firm the basis of thy dominion, and may God fix and extend thy power over the servants of the Almighty!" And the high in dignity, the great and able in power, the adorner of those acquainted with manners, Captain John Malcolm, (delegated from the sublime quarter of the high in power, seated on a throne, the asylum of the world, the chief jewel in the crown of royalty and sovereignty, the anchor of the vessel of victory and fortune, the ship on the sea of glory and empire, the blazing sun in the sky of greatness and glory, lord of the countries of England and India, may God strengthen his territories and establish his glory and commands upon the seas!), in the manner explained in his credentials, which are sealed with the seal of the most powerful and most glorious, possessing fortune, the origin of rank, splendour, and nobility, the ornament of the world, the completer of the works of mankind, the Governor General of India.

This Treaty between these two great States shall be binding on race after race, and the two governments must ever, while the world exists, act in conformity to what is now settled.

Article 1.

As long as the sun, illuminating the circle of the two great contracting powers, shines on their sovereign dominions and bestows light on the whole world, the beautiful image of excellent union shall remain fixed on the mirror of duration and perpetuity, the thread of shameful

PERSIA.

No. XXIII.

enmity and distance shall be cut, conditions of mutual aid and assistance between the two States shall be instituted, and all causes of hatred and hostility shall be banished.

ARTICLE 2.

If the king of the Afghans should ever show a resolution to invade India, which is subject to the government of the monarch (above mentioned), the prince of high rank, the king of England, an army overthrowing mountains, furnished with all warlike stores, shall be appointed from the State of the conspicuous and exalted, high and fixed in power (the king of Persia), to lay waste and desolate the Afghan dominions, and every exertion shall be employed to ruin and humble the above-mentioned nation.

ARTICLE 3.

Should it happen that the king of the Afghans ever becomes desirous of opening the gates of peace and friendship with the government of the king (of Persia), who is in rank like Solomon, in dignity like Jumsheed, the shade of God! who has bestowed his mercy and kindness on the earth; when negotiations are opened for an amicable adjustment, it shall be stipulated in the peace concluded that the king of the Afghans, or his armies, shall abandon all design of attack on the territories subject to the government of the king above mentioned, who is worthy of royalty, the king of England.

ARTICLE 4.

Should ever any king of the Afghans or any person of the French nation commence war and hostilities with the powerful of the ever-enduring State (of the king of Persia), the rulers of the government of the king (of England), whose Court is like heaven, and who has been before mentioned, shall (on such event) send as many cannon and warlike stores as possible, with necessary apparatus, attendants, and inspectors, and such supply shall be delivered over at one of the ports of Persia, whose boundaries are conspicuous, to the officers of the high in dignity, the king of Persia.

PERSIA.

No. XXIII.

Article 5.

Should it ever occur that an army of the French nation, actuated by design and deceit, attempts to settle with a view of establishing themselves on any of the islands or shores of Persia, a conjunct force shall be appointed by the two high contracting States to act in co-operation for their expulsion and extirpation, and to destroy and put an end to the foundation of their treason. It is a condition, if such event happens, and the conquering troops (of Persia) march, that the officers of the government of the king (of England), who is powerful as the heavens and as before mentioned, shall load, transport, and deliver (for their service) as great a quantity of necessaries, stores, and provisions as they possibly can. And if ever any of the great men of the French nation express a wish or desire to obtain a place of residence or dwelling on any of the islands or shores of the kingdom of Persia, that they may there raise the standard of abode or settlement, such request or representation shall not be consented unto by the high in rank of the State encompassed with justice (the government of Persia), and leave for their residing in such a place shall not be granted.

While time endures, and while the world exists, the contents of this exalted Treaty shall remain an admired picture in the mirror of duration and perpetuity, and submission to the fair image on this conspicuous page shall be everlasting.

Seal of Hajee Ibraheim Khan.	Seal of Captain John Malcolm.

(Signed) John Malcolm, *Envoy*.

PERSIA.

No. XXIV.

No. XXIV. TRANSLATION of a Firman from FUTTEH ALI SHAH, king of Persia, and of an annexed Treaty concluded by HAJEE IBRAHEIM KHAN, Prime Minister on the part of the king of Persia, by whom he was fully empowered, and by CAPTAIN JOHN MALCOLM, on the part of the English government, by virtue of powers delegated to him for that purpose by the MOST NOBLE the MARQUIS WELLESLEY, K. P., Governor General of India, &c., &c.

FIRMAN.

In the name of the beloved and great God.

The king of Persia's Seal.

The earth is the Lord's. Our august commands are issued that the high in dignity, the exalted in station, the refuge of power and glory, the noble and great in authority, the Chiefs of high nobles, the Beglebergs, the Hakims, the Naibs, and Mootaseddees of the kingdom under our protection (who are raised by our royal favour) become acquainted that at this period the dignified and eminent in station, the prudent, able, and penetrating, the greatest of the exalted followers of the Messiah, Captain John Malcolm, deputed from a glorious quarter (from the government of the king of England), whose Court resembles the firmament, an emperor in dignity like Alexander, possessing the power of the globe, and from the repository of glory, greatness, and ability, endowed with nobility, power, and justice (the Governor General of the kingdom of Hindoostan), for the purpose of establishing union and friendship between the two great States, has arrived at our threshold, founded on justice, and has been honoured by admission to our royal presence of conspicuous splendour, and has expressed a desire that the foundations of amity and union should be laid between the two States, that they should be connected together in the bonds of friendship and harmony, and that a constant union and reciprocal good understanding should exist. We from our august selves have given our consent and have granted the request and desires of the high in rank above mentioned, and a Treaty, sealed with the seal of the minister* of our ever-enduring government, has been given to him; and you exalted in station are

* Literally, one in whom confidence is placed.

PERSIA.
No. XXIV.

positively enjoined of the necessity (after you become informed of our royal and august order) for all of you acting in strict conformity with the conditions of the Treaty concluded and exchanged between the high in rank, the exalted in station, the great and glorious in power, near to the throne, in whom the royal confidence is placed, Hajee Ibraheim Khan, and the high in rank, the envoy (Captain John Malcolm), whose titles have been before enumerated. Let no one act contrary to this high command, or to the contents of the annexed Treaty; and should it ever be represented to us that any of the great nobles conduct themselves in opposition to the stipulations of this Treaty, or are in this respect either guilty or negligent, such will incur our displeasure and punishment, and be exposed to our royal anger, which is like fire, and let them view this as an obligation.

Dated in the month of Shaban, in the year of the Hegira 1215, *corresponding with the month of January* A. D. 1801.

Sealed, in the usual form, on the back of the Firman, by the following ministers:—

Seal of Hajee Ibraheim Khan.	Seal of Mirza Shuffee.
Seal of Mirza Reza Kouli.	Seal of Mirza Assudoollah.
Seal of Mirza Reezy.	Seal of Mirza Ahmud.
Seal of Mirza Moortiza Kouli.	Seal of Mirza Fuzullah.

Seal of Mirza Yoosuf.

PERSIA.

No. XXIV.

Treaty annexed.

Preamble.—Praise be to God, who has said, "perform your covenant, for the performance of your covenant shall be enquired into hereafter."

As establishing the obligations of friendship between all mankind is a charge from the Almighty, and is a most laudable and excellent institution, and as the Creator is pleased, and the happiness and tranquillity of His creatures consulted by it, therefore, at this happy period of auspicious aspect, a Treaty has been concluded between the high in dignity, the exalted in station, attended by fortune, of great and splendid power, the greatest among the high viziers, in whom confidence is placed, the faithful of the powerful government, the adorned with greatness, power, glory, splendour, and fortune, Hajee Ibraheim Khan, on being granted leave and vested with authority from the port of the high king, whose Court is like that of Solomon's, the asylum of the world, the sign of the power of God, the jewel in the ring of kings, the ornament in the cheek of the eternal empire, the grace of the beauty of sovereignty and royalty, the king of the universe, like Caherman, the mansion of mercy and justice, the phœnix of good fortune, the eminence of never-fading prosperity, the king powerful as Alexander, who has no equal among the princes, exalted to majesty by the heavens in this globe, a shade from the shade of the Most High, a Khooroo, whose saddle is the moon and whose stirrup is the new moon, a prince of great rank, before whom the sun is concealed.

(Arabic Verse.)

"Thy benevolence is universally dispensed, everywhere drops are "scattered. Thy kindness shadows cities; may God fix firm the basis "of the dominion!" And the high in dignity, the great and able in power, the adorner of those acquainted with manners, Captain John Malcolm (delegated from the sublime quarter of the high in power, seated on a throne, the asylum of the world, the chief jewel in the crown of royalty and sovereignty, the anchor of the vessel of victory and fortune, the ship on the sea of glory and empire, the blazing sun in the sky of greatness and glory, Lord of the countries of England and India, may God strengthen his territories and establish his glory and command upon the seas), in the manner explained in his credentials, which are

sealed with the seal of the most powerful and most glorious, possessing fortune, the origin of rank, splendour, and nobility, the ornament of the world, the completer of the works of mankind, the Governor General of India. This Treaty between these two great powers shall be binding on race after race, and the two governments must ever, while the world exists, act in conformity to what is now settled.

ARTICLE 1.

The merchants of the high contracting States are to travel and carry on their affairs in the territories of both nations in full security and confidence, and the rulers and governors of all cities are to consider it their duty to protect from injury their cattle and goods.

ARTICLE 2.

The traders and merchants of the kingdom of England or Hindoostan that are in the service of the English Government shall be permitted to settle in any of the sea-ports or cities of the boundless empire of Persia (which may God preserve from calamity) that they prefer; and no government duties, taxes, or requisitions shall ever be collected on any goods that are the actual property of either of the governments; the usual duties on such to be taken from purchasers.

ARTICLE 3.

Should it happen that either the persons or property (of merchants) are injured or lost by thieves or robbers, the utmost exertions shall be made to punish the delinquents and recover the property. And if any merchant or trader of Persia evades or delays the payment of a debt to the English Government, the latter are authorized to use every possible mode for the recovery of their demands, taking care to do so in communication and with the knowledge of the ruler or governor of the place, who is to consider it as his duty to grant, on such occasion, every aid in his power. And should any merchants of Persia be in India, attending to their mercantile concerns, the officers of the English Government are not to prevent them carrying on their affairs, but to aid and

favour them, and the above-mentioned merchants are to recover their debts and demands in the mode prescribed by the customs and laws of the English Government.

ARTICLE 4.

If any person in the empire of Persia die indebted to the English Government, the ruler of the place must exert his power to have such demand satisfied before those of any other creditor whatever. The servants of the English Government, resident in Persia, are permitted to hire as many domestic natives of that country as are necessary for the transaction of their affairs; and they are authorized to punish such, in cases of misconduct, in the manner they judge most expedient, provided such punishment does not extend to life or limb; in such cases the punishment to be inflicted by the ruler or governor of the place.

ARTICLE 5.

The English are at liberty to build houses and mansions in any of the ports or cities of Persia that they choose, and they may sell or rent all such houses or mansions at pleasure. And should ever a ship, belonging to the English Government, be in a damaged state in any of the ports of Persia, or one of Persia be in that condition in an English harbour, the Chiefs and rulers of the ports and harbours of the respective nations are to consider it as their duty to give every aid to refit and repair vessels so situated. And if it happens that any of the vessels of either nation are sunk or shipwrecked in or near the ports or shores of either country, on such occasions whatever part of the property is recovered shall be restored to their owners or their heirs, and a just hire is to be allowed by the owners to those who recover it.

FINAL ARTICLE.

Whenever any native of England or India, in the service of the English Government, resident in Persia, wishes to leave that country, he is to suffer obstruction from no person, but to be at full liberty to do so, and to carry with him his property.

The Articles of the Treaty between the two States are fixed and determined. That person who turns from God turns from his own soul.

Seal of Hajee Ibraheim Khan.	Seal of Captain John Malcolm.

(Signed) JOHN MALCOLM, *Envoy.*

Additional Article.

It is further written in sincerity that on iron, lead, steel, broad cloth, and purpetts that are exclusively the property of the English government, no duties whatever shall be taken from the sellers; a duty not exceeding one per cent. to be levied upon the purchasers. And the duties, imports, and customs, which are at this period established in Persia and India (on other goods) are to remain fixed and not to be increased.

The high in rank Hajee Kulleel Khan Mullick-oo-Tijjar is charged and entrusted with the arrangement and settlement of the remaining points relative to commerce.

Seal of Hajee Ibraheim Khan.	Seal of Captain John Malcolm.

(Signed) JOHN MALCOLM, *Envoy.*

No. XXV.

In the name of HIM who is ever necessary, who is all sufficient, who is everlasting, and who is the only Protector.

In these times distinguished by felicity, the excellent ambassador Sir Harford Jones, Baronet, Member of the Honourable Imperial Ottoman Order of the Crescent, has arrived at the royal city of Teheran in quality of ambassador from His Majesty the king of England (titles),

PERSIA.

No. XXV.

bearing His Majesty's credential letter, and charged with full powers munited with the Great Seal of England empowering him to strengthen the friendship and consolidate the strict union subsisting between the high States of England and Persia. His Majesty the king of Persia, (titles) therefore, by a special Firman delivered to the said ambassador, has appointed the most excellent and noble Lords, Mirza Mahomed Sheffee, qualified with the title of Moatemmed-ed-dowlah, his first vizier, and Hajee Mahomed Hossein Khan, qualified with the title of Ameen-ed-dowlah, one of the ministers of Record, to be his plenipotentiaries to confer and discuss with the aforesaid ambassador of His Britannic Majesty all matters and affairs touching the formation and consolidation of friendship, alliance, and strict union between the two high States, and to arrange and finally conclude the same for the benefit and advantage of both kingdoms. In consequence whereof, after divers meetings and discussions, the aforesaid plenipotentiaries have resolved that the following Articles are for the benefit and advantage of both the high States, and hereafter to be accordingly for ever observed:—

ARTICLE 1.

That as some time will be required to arrange and form a definite Treaty of alliance and friendship between the two high States, and as the circumstances of the world make it necessary for something to be done without loss of time, it is agreed these Articles, which are to be regarded as preliminary, shall become a basis for establishing a sincere and everlasting definitive Treaty of strict friendship and union. And it is agreed that the said definitive Treaty, precisely expressing the wishes and obligations of each party, shall be signed and sealed by the said plenipotentiaries and afterwards become binding on both the high contracting parties.

ARTICLE 2.

It is agreed that the preliminary Articles formed with the hand of truth and sincerity shall not be changed or altered, but there shall arise from them a daily increase of friendship, which shall last for ever between the two most serene kings, their heirs, successors, their subjects, dominions, provinces, and countries.

ARTICLE 3.

His Majesty the king of Persia judges it necessary to declare that from the date of these preliminary Articles, every Treaty or agreement he may have made with any one of the powers of Europe becomes null and void, and that he will not permit any European force whatever to pass through Persia, either towards India, or towards the ports of that country.

ARTICLE 4.

In case any European forces have invaded or shall invade the territories of His Majesty the king of Persia, His Britannic Majesty will afford to His Majesty the king of Persia a force, or, in lieu of it, a subsidy with warlike ammunition, such as guns, muskets, &c., and officers to the amount that may be to the advantage of both parties for the expulsion of the force so invading, and the number of these forces, or the amount of the subsidy, ammunition, &c., shall be hereafter regulated in the definitive Treaty. In case His Majesty the king of England should make peace with such European power, His Britannic Majesty shall use his utmost endeavours to negociate and procure a peace between His Persian Majesty and such power. But if, which God forbid, His Britannic Majesty's efforts for this purpose should fail of success, then the forces or subsidy, according to the amount mentioned in the definitive Treaty, shall still continue in the service of the king of Persia as long as the said European forces shall remain in the territories of His Persian Majesty, or until peace is concluded between His Persian Majesty and the said European power. And it is further agreed that in case the dominions of His Britannic Majesty in India are attacked or invaded by the Afghans or any other power, His Majesty the king of Persia shall afford a force for the protection of the said dominions according to the stipulations contained in the definitive Treaty.

ARTICLE 5.

If a detachment of British troops has arrived from India in the Gulf of Persia, and by the consent of His Persian Majesty landed on the Island of Carrack, or at any of the Persian ports, they shall not in any manner possess themselves of such places, and from the date of these preliminary Articles, the said detachment shall be at the disposal of His Majesty the king of Persia, the amount of which shall be settled in the definitive Treaty.

PERSIA.

No. XXV.

ARTICLE 6.

But if the said troops remain by the desire of His Majesty the king of Persia either at Carrack or any other port in the Gulf of Persia, they shall be treated by the Governor there in the most friendly manner, and orders shall be given to all the Governors of Faristan that whatever quantity of provisions, &c., may be necessary, shall, on being paid for, be furnished to the said troops at the fair prices of the day.

ARTICLE 7.

In case war takes place between His Persian Majesty and the Afghans, His Majesty the king of Great Britain shall not take any part therein, unless it be at the desire of both parties, to afford his mediation for peace.

ARTICLE 8.

It is acknowledged the intent and meaning of these preliminary Articles are defensive. And it is likewise agreed that as long as these preliminary Articles remain in force, His Majesty the king of Persia shall not enter into any engagements inimical to His Britannic Majesty or pregnant with injury or disadvantage to the British territories in India.

This Treaty is concluded by both parties in the hope of its being everlasting, and that it may be productive of the most beautiful fruits of friendship between the two most serene kings.

In witness whereof we, the said plenipotentiaries, have hereunto set our hands and seals, in the royal city of Teheran, this twelfth day of March, in the year of our Lord one thousand eight hundred and nine, answering to the 25th of Moharem-il-Haram, in the year of the Hegira one thousand two hundred and twenty-four.

MAHOMED SHEFFEE. | L. S. |

MAHOMED HOSSEIN. | L. S. |

HARFORD JONES. | L. S. |

Form of His Majesty Futteh Ali Shah's ratification of the preliminary Treaty with England.

This auspicious and noble document is the preliminary Treaty which was concluded between the ministers of the two great States and sent (to England) by the high in family Mirza Abul Hossein Khan. At present our sincere well-wisher Sir Gore Ouseley, Baronet, ambassador extraordinary from that great State (England), has brought a copy of the said Treaty ratified by, and sealed with the seal, resplendent like the sun, of our brother the pearl of royalty, in dignity above the planets, the king of England and Hindoostan, and presented it to our auspicious view. We also by these presents have ratified and approved of the said preliminary Treaty and have affixed our prosperous seal to the same; and the Articles agreed to therein are of that nature which will be fully explained in the definitive Treaty.

No. XXVI.

Praise be to God, the All-perfect and All-sufficient.

These happy leaves are a nosegay plucked from the thornless garden of concord and tied by the hands of the plenipotentiaries of the two great States in the form of a definitive Treaty, in which the Articles of friendship and amity are blended.

Previously to this period, the high in station, Sir Harford Jones, Baronet, envoy extraordinary from the English Government, came to this Court to form an amicable alliance, and in conjunction with the plenipotentiaries of Persia, their Excellencies (titles) Mirza Mahomed Sheffee and Hajee Mahomed Hossein Khan concluded a preliminary Treaty, the particulars of which were to be detailed and arranged in a definitive Treaty.

At this time the high in dignity and loyal well-wisher (titles) His Excellency Sir Gore Ouseley, Baronet, appointed by His Britannic Majesty ambassador extraordinary to this Court, has arrived invested with full powers to conclude a definitive Treaty between the two illustrious monarchs.

The plenipotentiaries of this Court, in conjunction with His Excellency Sir Gore Ouseley, Baronet, having consulted on the terms most

PERSIA.

No. XXVI.

advisable for this alliance, have comprised them in the twelve adjoining Articles. What relates to commerce, trade, and other affairs will be drawn up and concluded in a separate commercial Treaty :—

ARTICLE 1.

The Persian government judge it incumbent on them, after the conclusion of this definitive Treaty, to declare all alliances formerly contracted with European States null and void, and hold themselves bound not to allow any European army to enter the Persian territory, nor to proceed towards India, nor to any of the ports of that country, and also engage not to allow any individuals of such European nations whatever to enter Persia. Should any of the European powers wish to invade India by the road of Kharizen, Taturistan, Bokhara, Samarkand, or other routes, His Persian Majesty engages to induce the kings and governors of those countries to oppose such invasion, as much as is in his power, either by the fear of his arms or by conciliatory measures.

ARTICLE 2.

In case of any European nation invading Persia, should the Persian government request the assistance of the English, the Governor General of India, on the part of Great Britain, shall comply with the wish of the Persian government in sending from India the force required, if possible and convenient; if, however, the state of affairs in India prevent the possibility of sending troops, the English Government shall pay annually the sum of two hundred thousand Tomans so long as the war with such nation shall continue; and since the payment of the above subsidy will be made solely for the purpose of raising and disciplining an army, it is agreed that the British ambassador shall see and be satisfied of its being duly applied to the purpose for which it is assigned.

ARTICLE 3.

Should any European power engaged in war with Persia make peace with England, His Britannic Majesty engages to use his best endeavours to bring Persia and such European power to a friendly understanding; if, however, His Majesty's cordial interference shall fail of success, England shall still furnish an army from India, as specified in

the last Article, or pay an annual subsidy of two hundred thousand Tomans for the support of a Persian army, so long as a war in the supposed case shall continue and until Persia shall make peace with such nation. England shall fulfil her engagement to Persia on this head; and should the English make peace with the European nation at war with Persia, even then, so long as such war shall continue, the English government shall furnish officers, &c., &c., for the purpose of drilling and disciplining the Persian army, should they be required. Should Persia make peace with the supposed power and still require the aid of officers, &c., for the above purpose, the English government shall afford them if they can conveniently spare them.

ARTICLE 4.

Since it is the custom of Persia to pay her troops six months in advance, the English ambassador shall do all in his power to pay the subsidy granted in lieu of troops in as early instalments as may be convenient and practicable.

ARTICLE 5.

Should the Afghans be at war with the British nation, His Persian Majesty engages to send an army against them in such manner and of such force as may be concerted with the English Government. The expenses of such an army shall be defrayed by the British Government in such manner as may be agreed on at the period of its being required.

ARTICLE 6.

If war shall be declared between the Persians and the Afghans, the English Government shall not interfere with either party, unless their mediation to effect a peace shall be solicited by both States.

ARTICLE 7.

Should the king of Persia form magazines of materials for ship-building on the coasts of the Caspian Sea, and resolve to establish a naval force, the king of England shall grant permission to naval officers, seamen, shipwrights, carpenters, &c., to proceed to Persia from London and Bombay and to enter the service of the king of Persia.

PERSIA.

No. XXVI.

The pay of such officers, artificers, &c., shall be given by His Persian Majesty at the rates which may be agreed on with the English ambassador.

ARTICLE 8.

Should any Persian subject of distinction showing signs of hostility and rebellion take refuge in the British territories, the English Government shall, on intimation from the Persian government, turn him out of their country, or if he refuse to leave it, shall seize and send him to Persia. Previously to the arrival of such fugitive in the English territory, should the Governor of the district to which he may direct his flight receive intelligence of the wishes of the Persian government respecting him, he shall refuse him admission; after such prohibition, should such person persist in his resolution, the said Governor shall cause him to be seized and sent to Persia.

ARTICLE 9.

Should His Persian Majesty require assistance from the English Government in the Persian Gulf, they shall, if convenient and practicable, assist him with ships of war and troops. The expenses of such expedition shall be accounted for and defrayed by the Persian government, and the above ships shall anchor in such ports as shall be pointed out by the Persian government, and not enter other harbours without permission, except from absolute necessity.

ARTICLE 10.

The British Government shall pay the allowances of the officers, drill serjeants, &c., sent to discipline the Persian army; but as is it not the wish of His Persian Majesty that any one should serve him without profiting by his generosity, His Majesty will make them an allowance as here detailed.

The king of Persia's allowance per annum to the different ranks of officers, serjeants, &c. :—

	Tomans.	*Horse Artillery.*	Tomans.
Lieutenant General	... 3,600	Colonel	... 750
Major "	... 2,600	Lieutenant Colonel ...	... 580
Brigadier "	... 1,800	Major	... 475
		Captain	... 300
		Lieutenant ...	... 200

Engineers.	Tomans.	*Infantry and Artillery.*	Tomans.
Colonel	1,500	Colonel	625
Lieutenant Colonel ...	510	Lieutenant Colonel	470
Major	340	Major	375
Captain	210	Captain	205
Lieutenant	150	Lieutenant	142
Horse Artillery.		*Infantry.*	
Serjeant Major	25	Serjeant Major	20
Serjeant	21	Serjeant	16
Corporal	18	Corporal	13

The officers and serjeants, &c., at present in Persia, as well as those who may hereafter arrive here, shall receive allowances according to the above rates, and the senior or commanding officer of whatever rank he may be shall receive a further gratuity of half the allowance annexed to his rank, in addition, during the period of his command; and if, God forbid, any of them should be negligent in their duty, the matter being represented to the ambassador, such persons shall be dismissed His Persian Majesty's service.

Article 11.

Since it is the earnest wish of the two great sovereigns that this permanent alliance shall continue in their posterity, the high contracting parties agree that the respective heirs apparent of each throne shall hold the Articles of this Treaty sacred, and if either of the heirs apparent shall require assistance of a nature not specified in this Treaty, such shall be afforded according to the ability of the party in the manner most beneficial to the interests of the State requiring such assistance. The other assistance and subsidy, on the conditions and for the purposes explained in the above Articles of this Treaty, are of course to hold good with the respective heirs apparent, &c., &c.

Article 12.

The intention of this Treaty and the respective wishes of the high contracting powers are to afford mutual assistance, and thereby strengthen, consolidate, and extend their power and dominions for the purpose of

PERSIA.

No. XXVI.

defeating the aggressions of their enemies. As the sincere desire of His Britannic Majesty particularly is to strengthen and consolidate the Persian government, so as to prevent foreign nations from invading Persia, and by his assistance to raise her political consequence and to increase her territory, the English Government will not interfere in any quarrels which may hereafter arise between the Princes, Noblemen, or great Chiefs of Persia, until the king then reigning shall require their assistance; and if one of the contending parties should offer a province of Persia with a view of obtaining assistance, the English Government shall not agree to such a proposal, nor by accepting it possess themselves of such part of Persia.

The Articles are thus auspiciously concluded.

This happy and fortunate Treaty, it is hoped, will for ever continue in force, and produce the fairest and most beneficial results.

We, the undersigned plenipotentiaries of the high contracting powers, having concluded this auspicious Treaty in the true spirit of amity and sincerity in the twelve foregoing Articles, have hereunto set our hands and seals, in the royal city of Teheran, this fourteenth day of March, in the year of our Lord one thousand eight hundred and twelve, corresponding with the twenty-ninth of Safer-ol-Mazafer, in the year of the Hegira one thousand two hundred and twenty-seven.

On the Persian leaf.

L. S.	L. S.	L. S.
(Sd.) MOHAMMED SHEFFEE.	(Sd.) MOHAMMED HOSSEIN.	(Sd.) GORE OUSELEY.

On the English leaf.

Seal.	Seal.	Seal.
GORE OUSELEY.	MOHAMMED HOSSEIN.	MOHAMMED SHEFFEE.

FORM of HIS MAJESTY FUTTEH ALI SHAH'S ratification of the definitive Treaty with England.

This auspicious definitive Treaty which the three plenipotentiaries of the two high States have drawn up with the hand of sincerity and truth, and the contents and meaning of which the splendid and glorious mind of the king like the sun has illuminated with its rays, has now received the splendour of his ratification. Please God, the all-perfect protector, the following Articles will for ever be preserved from langour in the execution of them.

FORM of HIS ROYAL HIGHNESS ABBAS MIRZA'S ratification of the definitive Treaty with England.

His high and potent Majesty, the asylum of the world, having been pleased to nominate me the slave of the threshold of created beings' asylum heir apparent to his throne, in obedience to His Majesty's commands, (the shade of God to whom my life is a ready sacrifice), I have agreed to this same arrangement, and from this period to the end of time hold myself and my heirs, generation after generation, bound to respect and hold sacred the terms and the Articles comprised in this happy Treaty concluded between the two great States; and by the grace of God this alliance with Great Britain shall be binding and durable for ever. Please the Almighty, our defender during the lapse of ages, nothing shall intervene that may militate against it.

No. XXVII.

Praise be to God, the All-perfect and All-sufficient.

These happy leaves are a nosegay plucked from the thornless garden of concord and tied by the hands of the plenipotentiaries of the two great States in the form of a definitive Treaty, in which the Articles of friendship and amity are blended.

Previously to this period, the high in station, Sir Harford Jones, Baronet, envoy extraordinary from the English Government, came to this Court to form an amicable alliance, and in conjunction with the plenipo-

PERSIA.

No. XXVII.

tentiaries of Persia, their Excellencies (titles) Mirza Mohammed Sheffee and Hajee Mohammed Hossein Khan concluded a preliminary Treaty, the particulars of which were to be detailed and arranged in a definitive Treaty, and the above-mentioned Treaty, according to its Articles, was ratified by the British Government.

Afterwards, when His Excellency Sir Gore Ouseley, ambassador extraordinary from His Britannic Majesty, arrived at this exalted and illustrious Court for the purpose of completing the relations of amity between the two States, and was invested with full powers by his own government to arrange all the important affairs of friendship, the ministers of this virtuous State, with the advice and approbation of the above-mentioned ambassador, concluded a definitive Treaty consisting of fixed Articles and stipulations.

That Treaty having been submitted to the British Government, certain changes in its Articles and provisions consistent with friendship appeared necessary, and Henry Ellis, Esq., was accordingly dispatched to this Court in charge of a letter explanatory of the above-mentioned alterations. Therefore their Excellencies Mirza Mohammed Sheffee, Prime Minister (titles), Mirza Buzurk Caimaian (titles), and Mirza Abdul Wahab, Principal Secretary of State, were duly appointed and invested with full powers to negotiate with the plenipotentiaries of His Majesty, James Morier, Esq., recently appointed minister at this Court, and the above-mentioned Henry Ellis, Esq. These plenipotentiaries having consulted on the terms most advisable for this alliance, have comprised them in eleven Articles. What relates to commerce, trade, and other affairs will be drawn up and concluded in a separate commercial Treaty.

Article 1.

The Persian government judge it incumbent on them, after the conclusion of this definitive Treaty, to declare all alliances contracted with European nations in a state of hostility with Great Britain null and void, and hold themselves bound not to allow any European army to enter the Persian territory, nor to proceed towards India, nor to any of the ports of that country, and also engage not to allow any individuals of such European nations entertaining a design of invading India, or being

at enmity with Great Britain whatever, to enter Persia. Should any of the European powers wish to invade India by the road of Kharizen, Taturistan, Bokhara, Samarkand, or other routes, His Persian Majesty engages to induce the kings and governors of those countries to oppose such invasion, as much as is in his power, either by the fear of his arms or by conciliatory measures.

ARTICLE 2.

It is agreed that these Articles formed with the hand of truth and sincerity shall not be changed or altered, but there shall arise from them a daily increase of friendship which shall last for ever between the two most serene kings, their heirs, successors, their subjects, and their respective kingdoms, dominions, provinces and countries; and His Britannic Majesty further engages not to interfere in any dispute which may hereafter arise between the Princes, Noblemen, and great Chiefs of Persia, and if one of the contending parties should even offer a province of Persia with a view of obtaining assistance, the English Government shall not agree to such a proposal, nor by adopting it possess themselves of such part of Persia.

ARTICLE 3.

The purpose of this Treaty is strictly defensive, and the object is that, from their mutual assistance, both States should derive stability and strength, and this Treaty has only been concluded for the purpose of repelling the aggression of enemies; and the purport of the word aggression in this Treaty is an attack upon the territories of another State. The limits of the territories of the two States of Russia and Persia shall be determined according to the admission of Great Britain, Persia, and Russia.

ARTICLE 4.

It having been agreed by an Article in the preliminary Treaty concluded between the high contracting parties that in case of any European nation invading Persia, should the Persian government require the assistance of the English, the Governor General of India, on the part of Great Britain, shall comply with the wish of the Persian government

PERSIA.

No. XXVII.

by sending from India the force required, with officers, ammunition, and warlike stores, or, in lieu thereof, the English Government shall pay an annual subsidy, the amount of which shall be regulated in a definitive Treaty to be concluded between the high contracting parties; it is hereby provided that the amount of the said subsidy shall be two hundred thousand (2,00,000) Tomans annually. It is further agreed that the said subsidy shall not be paid in case the war with such European nation shall have been produced by an aggression on the part of Persia; and since the payment of the subsidy will be made solely for the purpose of raising and disciplining an army, it is agreed that the English minister shall be satisfied of its being duly applied to the purpose for which it is assigned.

ARTICLE 5.

Should the Persian government wish to introduce European discipline among their troops, they are at liberty to employ European officers for that purpose, provided the said officers do not belong to nations in a state of war or enmity with Great Britain.

ARTICLE 6.

Should any European power be engaged in war with Persia when at peace with England, His Britannic Majesty engages to use his best endeavours to bring Persia and such European power to a friendly understanding. If, however, His Majesty's cordial interference should fail of success, England shall still, if required, in conformity with the stipulations in the preceding Articles, send a force from India, or, in lieu thereof, pay an annual subsidy of two hundred thousand Tomans for the support of a Persian army so long as a war in the supposed case shall continue and until Persia shall make peace with such nation.

ARTICLE 7.

Since it is the custom of Persia to pay the troops six months in advance, the English minister at that Court shall do all in his power to pay the subsidy in as early instalments as may be convenient.

ARTICLE 8.

Should the Afghans be at war with the British nation, His Persian Majesty engages to send an army against them in such force and in such manner as may be concerted with the English Government. The expense of such an army shall be defrayed by the British Government in such manner as may be agreed upon at the period of its being required.

ARTICLE 9.

If war should be declared between the Afghans and Persians, the English Government shall not interfere with either party unless their mediation to effect a peace shall be solicited by both parties.

ARTICLE 10.

Should any Persian subject of distinction showing signs of hostility and rebellion take refuge in the British dominions, the English Government shall, on intimation from the Persian government, turn him out of their country, or, if he refuse to leave it, shall seize and send him to Persia.

Previously to the arrival of such fugitive in the English territory, should the Governor of the district to which he may direct his flight receive intelligence of the wishes of the Persian government respecting him, he shall refuse him admission. After such prohibition, should such person persist in his resolution, the said Governor shall cause him to be seized and sent to Persia, it being understood that the aforesaid obligations are reciprocal between the contracting parties.

ARTICLE 11.

Should His Persian Majesty require assistance from the English Government in the Persian Gulf, they shall, if convenient and practicable, assist him with ships of war and troops. The expenses of such expedition shall be accounted for and defrayed by the Persian government, and the above ships shall anchor in such ports as shall be pointed out by the Persian government, and not at other harbours without permission, except from absolute necessity.

PERSIA.

Nos. XXVII & XXVIII.

A definitive Treaty between the two States having formerly been prepared, consisting of 12 Articles, and certain changes not inconsistent with friendship having appeared necessary, we, the plenipotentiaries of the two States comprising the said Treaty in 11 Articles, have hereunto set our hands and seals, in the royal city of Teheran, this twenty-fifth day of November, in the year of our Lord one thousand eight hundred and fourteen, corresponding with the twelfth Zialhajeh, in the year of the Hegira one thousand two hundred and twenty-nine.

L. S.	JAMES MORIER.	L. S.	ISASI.
L. S.	ABDUL WAHAB.	L. S.	MOHAMMED SHEFFEE.
		L. S.	HENRY ELLIS.

No. XXVIII.

TRANSLATION of a BOND granted by ABBAS MIRZA, Prince Royal of Persia, to LIEUTENANT COLONEL MACDONALD, British Envoy.

Be it known to Colonel Macdonald, British envoy at our Court, that we, the heir apparent to the Persian throne, in virtue of the full powers vested in us by the Shah, in all matters touching the foreign relations of this kingdom, do hereby pledge our solemn word and promise that if the British Government will assist us with the sum of two hundred thousand Tomans (2,00,000) towards the liquidation of the indemnity due by us to Russia, we will expunge, and hereafter

consider as annulled, the 3rd and 4th Articles of the definitive Treaty between the two States, concluded by Mr. Ellis, and obtain the royal sanction to the same.

This paper bears the Seal of His Royal Highness Abbas Mirza and that of his Persian Majesty's minister the Kaim Mukam.

Dated in the month of Shaban, or March 1828.

RUCKUM of His Royal Highness the heir apparent, ratifying the abrogation of the Articles 3 and 4 of the Treaty with England.

Relative to the Articles 3 and 4 of the Treaty between England and Persia, which was concluded by Mr. Ellis, in the month Zihija A. H. 1229, agreeably to the engagements entered into with your Excellency, that in consequence of the sum of 2,00,000 Tomans, the currency of the country, presented as an aid to Persia in consideration of the losses she has sustained in the war with Russia, we, the heir apparent, vested with full powers in all matters connected with the politics of this nation, have agreed that the said two Articles shall be expunged, and have delivered a bond to your Excellency, which is already in your hands.

In the month of Zikeyda A. H. 1243, on our going to wait upon His Majesty at Teheran, in conformity with the note addressed to your Excellency by Mirza Abul Hossein Khan, the Minister for Foreign Affairs, we were appointed sole Agent in this matter by His Majesty with unlimited authority; therefore, as the government of England, through the medium of Colonel Macdonald, have afforded us the assistance of 2,00,000 Tomans, we, the representative of the king, have on this day, the 14th of the month Suffer, and the 24th of the Christian month August, annulled the two obnoxious Articles of our propitious Treaty.

The envoy, considering this document as a ratification on the subject of the two Articles, will know that it is liable to no further comment from the ministers of the Shah's Court.

Sealed by H. R. H. ABBAS MIRZA.

PERSIA.

Nos. XXVIII & XXIX.

TRANSLATION of a FIRMAN from His Majesty the SHAH to COLONEL MACDONALD, British Envoy in Persia.

AFTER COMPLIMENTS.—Let it be known to Colonel Macdonald, the English envoy exalted by our munificence, that our noble son having represented to us his having recently come to an arrangement relative to the two Articles of the Treaty with England, we have ordered that what has been executed by our son touching this transaction, in conformity with the Firman of full powers granted him by us, be confirmed by our royal ratification and consent, and we duly appreciate the exertions of your Excellency during the last year, which have obtained you the good-will of the Shah.

Regarding the crore of Tomans required for the redemption of Khore, agreeably to what has been laid before us, His Royal Highness Abbas Mirza has directed the payment of 4,00,000 Tomans by Mahomed Mirza, and we have besides instructed the remaining 1,00,000 Tomans to be delivered to Mirza Abul Hossein Khan, Minister for Foreign Affairs, for the purpose of being transmitted to you.

Your Excellency will therefore, conceiving this Firman as your security, become responsible for the payment of the above sum, which will be afterwards repaid to you by the Lord of Exalted Rank Mirza Abul Hossein Khan; also make known to us all your wishes.

Sealed by H. H. FUTTEH ALI SHAH.

No. XXIX.

TRANSLATION of a FIRMAN from HIS MAJESTY FUTTEH ALI SHAH of Persia, to HIS ROYAL HIGHNESS HOSSEIN ALI MIRZA, Governor General of Fars.

This auspicious Firman is issued to inform our beloved and renowned son, Hossein Ali Mirza, the Governor General of Fars, that the British Agent at the Court has represented to our ministers that the officers of the customs of Fars and the ports have commenced to exact a duty on horses purchased in Persia by British subjects for exportation to their own country. According to his statement this regulation did not formerly exist; and in consideration of the friendship between the two

States, which has rendered their interests inseparable, it is our wish in every respect to cultivate the present alliance; therefore our beloved son is ordered to give instructions, both with regard to horses and other property and goods belonging to British subjects, that no duties shall in future be levied on them, excepting such as long-established usages authorize.

You are enjoined to pay the fullest attention to the purport of this Firman, and not only to prevent the subjects of the British Government from suffering any injustice or molestation, but to extend them every protection and indulgence.

Seal of His Majesty Futteh Ali Shah.

(True Translation)

(Signed) GEORGE WILLOCK.

Dated Zilkad 1238, *corresponding with July and August* 1823.

No. XXX.

Seal of Mohammed Shah.

Whereas the relations of friendship and amity between the powerful and dignified governments of Persia and England are fixed upon the most perfect and firm basis, and whereas it is agreeable to the exalted character of His Majesty that this friendship and amity should daily increase, and that mutual advantage should thence result, therefore, in the present auspicious year, and henceforth according to this gracious proclamation,

PERSIA.

Nos. XXX & XXXI.

we grant liberty and permission to the merchants of the British nation that having brought their merchandize to the territorial possessions of Persia, they may dispose of the same in perfect security and confidence, and that they shall pay to the officers of government the same public dues upon their goods as are paid by the merchants of the Russian government.

In the month of Mohurrum, in the year of the Hegira 1252, *May* A. D. 1836.

Witnesses' Seals follow.

No. XXXI.

COMMERCIAL TREATY concluded with the SHAH of Persia in 1841.

Preamble.—Whereas by the benign favour of the one Almighty God, whose bounties are infinite, from the day on which the Treaty of friendship and attachment was concluded between the glorious States of Great Britain and Persia, the renowned and just Sovereigns of the two everlasting States have day by day and at all times attended to and observed the whole of its Articles and stipulations, and have caused the subjects of both governments to enjoy all its benefits and advantages except the Treaty of commerce, which, in the preamble of the Treaty of the year one thousand eight hundred and fourteen, the two governments engaged to conclude, and which up to this time, for certain reasons, has been postponed and left unfinished, therefore in this fortunate year, that all the stipulations of the auspicious Treaty may be fulfilled, His Majesty the Shah of Persia has appointed His Excellency Hajee Mirza Abul Hossein Khan, His Majesty's Secretary of State for Foreign Affairs, to be his sole plenipotentiary, and Her Majesty the Queen of Great Britain and Ireland, and Sovereign of India, has appointed Sir John McNeill, Knight, Grand Cross of the Most Honourable Order of the Bath, Her Majesty's Envoy Extraordinary and Minister Plenipotentiary to the Court of Persia, to be her sole plenipotentiary, and the said plenipotentiaries having concluded a commercial Treaty in these two Articles, have annexed and

united it to the original Treaty that by the aid of God it may henceforth be observed between the two governments and be a source of advantage to the subjects of both.

Article 1.

The merchants of the two mighty States are reciprocally permitted and allowed to carry into each other's territories their goods and manufactures of every description, and to sell or exchange them in any part of their respective countries, and on the goods which they import or export custom duties shall be levied, that is to say, on entering the country the same amount of custom duties shall be levied once for all that is levied on merchandize imported by the merchants of the most favoured European nations, and at the time of going out of the country the same amount of custom duties which is levied on the merchandize of merchants of the most favoured European nations shall be levied from the merchants, subjects of the high contracting parties, and except this no claim shall be made upon the merchants of the two States in each other's dominions on any pretext or under any denomination, and the merchants or persons connected with or dependant upon the high contracting parties, in each other's dominions mutually, shall receive the same aid and support and the same respect which is received by the subjects of the most favoured nations.

Article 2.

As it is necessary, for the purpose of attending to the affairs of the merchants of the two parties respectively, that from both governments commercial Agents should be appointed to reside in stated places, it is therefore arranged that two commercial Agents on the part of the British Government shall reside, one in the capital and one in Tabreez, and in those places only, and on this condition, that he who shall reside at Tabreez, and he alone, shall be honoured with the privileges of Consul General; and as for a series of years a Resident of the British Government has resided at Bushire, the Persian government grants permission that the said Resident shall reside there as heretofore; and in like manner two commercial Agents shall reside on the part of the Persian government, one in the capital London, and one in the port of Bombay, and shall enjoy the same rank and privileges which the commercial Agents of the British Government shall enjoy in Persia.

PERSIA.

Nos. XXXI & XXXII.

This commercial Treaty we, the plenipotentiaries of the high contracting parties, have agreed to, and in witness thereof have set thereunto our hands and seals, at the capital city of Teheran, this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and forty-one, corresponding to the twelfth day of the month Ramzan, in the year of the Hegira 1257.

(Signed) JOHN McNEILL.

Sealed by MIRZA ABUL HOSSEIN KHAN,

Minister for Foreign Affairs.

No. XXXII.

TRANSLATION of a Firman relating to bankruptcies, issued by the Persian government for the protection of British merchants at the instance of COLONEL SHEIL, Her Majesty's Chargé d'Affaires at Teheran, dated Jummadee-ool-Awul 1260 Hegira, corresponding with May and June 1844.

This, that the high in rank (with other usual titles) Hossein Khan, Adjutant Bashee, Governor of the province of Yezd, honoured and exalted by the increasing favor of His Majesty, may know that the ministers of the British Government having, from a high sense of justice, certified that, with reference to the property remaining with bankrupts and insolvents, to be proportionately distributed and divided among their creditors, the subjects of the exalted Persian and British Governments, the dependants of that government (British), shall not on this head receive the slightest favour or distinction; and having at the present time requested, through the medium of their Chargé d' Affaires, His Excellency Colonel Sheil, that suitable regulations comprehended in certain Articles, not incompatible with the religion of Islam, should be passed for the protection of merchants, the dependants of the British Government, from all kinds of deceptions, frauds, and evil designs on the part of the insolvent and fraudulent bankrupt, and His Persian Majesty being earnestly desirous that foreign nations and merchants, the subjects of other States in the protected territories of the Shah in Shah, should be secured from every evil design of the insolvent and fraudulent bankrupt, accordingly these commercial regulations, which have been arranged between

the ministers of the Persian government and His Excellency Colonel Sheil, the British Chargé d'Affaires, and have received the auspicious approval and approbation of His Majesty, are written and detailed for the information of that high in rank, &c. (Hossein Khan) in the body of this document.

ARTICLE 1.

All deeds of purchase and sale, bonds, &c., shall henceforth be registered in the respectable (Dewan Khaneh) Courts of Equity in the special dufturs (records), which are returned by the Governor of each province, sealed with the Government Seal; in the said dufturs all claims should, according to their respective dates and numbers, be entered. The dates and numbers of the dufturs (entries) should also be inscribed on the face of the agreement. The pages of the dufturs should be numbered, and should contain no emendations or erasures.

ARTICLE 2.

Agreements which have been rendered valid by registry in the large duftur should be again separately written in the Dewan Khaneh in alphabetical order, together with the names of the contracting parties, and a numerical list of the large dufturs be framed.

ARTICLE 3.

Should there exist in one spot two bonds in the shape of claims for money, which have been duly registered in the Dewan Khaneh, that whose entry in the Dewan Khaneh shall bear the older date shall be first executed. This condition not to supersede those regulations relative to the proportional division of property which are to have effect at the period of bankruptcy.

ARTICLE 4.

The registry of agreements is not essential, but bonds which, according to regulation, have been rendered valid by registry in the Dewan Khaneh, shall especially be held of greater validity over external bonds (contracted independently), which shall not be executed until the

PERSIA. No. XXXII.

execution of those bonds which have been duly registered in the Dewan Khaneh shall have taken place; such independently contracted bonds may be brought to and registered in the Dewan Khaneh during the space of one year.

Article 5.

Whoever shall (desire to) sell or place in pledge his immoveable property, shall give into the hands of the purchaser a deed of sale or (بنچاق) transfer; should he not pay the money at the time agreed upon, he shall cause it to be put up to sale, and the Dewan Khaneh, previous to registering and rendering valid such agreement of purchase or sale, shall ascertain that its deed of sale or transfer has been delivered into the hands of the purchaser, and that the said real estate has not been sold nor given in pledge or security to some other person.

Article 6.

The payment of the money of a bond shall not be (considered) proved until both creditor and debtor shall have attached their seals and signatures to the bond that the whole of the money has been received; otherwise, at the time of emergency, it will be necessary to establish the settlement of the debt by producing evidence and making affidavit.

Article 7.

On the death of a debtor, the creditors shall have the right of claiming their money from the heirs of the deceased previous to the maturity of the bond or promissory note, and the heirs to the property of the deceased shall satisfy those claims.

Article 8.

Every trader and merchant who shall appear insolvent shall make affidavit that he has not secreted any of his property, and shall establish (prove) his insolvency; so, also, his partners and agents shall take oath that they have not secreted any of his property.

Article 9.

Such bankrupt shall not be at liberty until he shall have afforded bail for his appearance, and the magistrate shall distrain the effects of the bankrupt, and those of his children and women; but in the event of its being proved that he has become owner of such property subsequent to his insolvency, whatever belonging to his relatives, and in which the bankrupt has no concern whatever, which has reached them as inheritance, or as the product of a separate trade or profession, or which has passed away to the husbands as the dowries of the daughters, shall be free from distraint.

Article 10.

If the bankruptcy has been caused by accidental fire or shipwreck, proven, or by robbery by enemies, then in that case bail shall not be required.

Article 11.

The punishment of the fraudulent bankrupt shall be the same as that (laid down) for the thief and liar, and the authority to mitigate punishment in certain exceptions shall rest with the king only. The fraudulent bankrupt shall be imprisoned during the period of investigation, and shall not (be permitted) to hold communication with any one, even his own governors. All his property shall be distrained, and he may not a second time engage in trade, nor be (a Mabashir Kar) an agent in business. Similar punishment shall be inflicted upon his accomplices, and those persons who may have secreted his property.

Article 12.

Agreements entered into by an insolvent after his insolvency has appeared and been proven shall be null and void; and in like manner, all deeds of gift drawn out after his insolvency shall be null and void.

Article 13.

The division of the property of a bankrupt among his creditors shall take place after the lapse of four months. If the effects of the bankrupt are of a kind (liable) to be speedily injured or destroyed, such

PERSIA.

No. XXXII.

as cattle, articles of food, &c., they shall, without delay, be turned into money. Merchandize which, after the publication of his insolvency, may be sent to the bankrupt, shall be distrained in the Custom House and sent to the Dewan Khaneh, and, in like manner, letters of whatever kind to the address of the bankrupt, indicative of absence of the truth of his insolvency, shall be taken to the Dewan Khaneh.

ARTICLE 14.

The bankrupt not having satisfied all claims against him shall still be considered a debtor. His creditors shall, of their own accord, allow him time on account of the remainder of their claims, and in the interim whatever he may obtain or become heir to shall be given up in payment of his debts.

ARTICLE 15.

Should there be any discrepancy between the entry in the duftur and the bond itself, and the Dewan Khaneh have erroneously made the registry, it (the Dewan Khaneh) shall make good the debts of the insolvent.

ARTICLE 16.

Those reckoned fraudulent bankrupts are of the following description:—1*st*, those who cannot establish their insolvency nor give a public account of the money and effects they have received from others; 2*nd*, those who, whether secretly or openly, convey merchandize to their homes; 3*rd*, those who, aware of their insolvency, shall, after the same having become apparent, make gifts with a view to securing to themselves (*lit.* eating up) the property of their creditors; 4*th*, those who shall again sell or give in pledge immoveable property already sold to or in pledge with others; 5*th*, those who shall sell or give in pledge religious endowments (مال وقف).

ARTICLE 17.

His Majesty the king has abolished all places of asylum in the homes of individuals, except in certain mosques and sanctified places, such as the houses of well known (Oolumas) priests and the king's

palaces, which, from olden time, have been places of refuge; and has commanded that none of the subjects of this government (the Persian) shall admit into their houses delinquents, such as thieves, bankrupts, and others. Whoever shall disobey these royal orders shall subject himself to punishment.

ARTICLE 18.

Since, for the transaction of mercantile affairs a (Mullick-oo-Tijjar), or Chief of merchants, is in every place necessary, accordingly the ministers of the Persian government will appoint a Mullick-oo-Tijjar in every place in Persia where extended commerce is carried on; and moreover, when the business of British merchants shall be transacted in the Dewan Khaneh, it (the Dewan Khaneh) shall arrange and settle the same in the presence of a delegate from the mission or consulate; and so, in like manner, the distraint of the property of a bankrupt or of the effects of a deceased debtor, in cases connected with foreign subjects, shall be made in the presence of a delegate from the British Authorities. The British Agents shall demand (the amount of) the claims of (due to the) bankrupts from his debtors, being natives of the country, in the same manner as if the debtors were themselves subjects of the British Government.

Reverting to Article 5, treating of immoveable property. In Persia there are three descriptions of persons holding villages: 1*st*, the king; 2*nd*, the landed proprietor (Malik); 3*rd*, the inhabitants. Should the Malik (desire to) place his village in pledge, he shall, in order to obviate discussion, first obtain the permission of the king's government and of the inhabitants.

It is necessary that the high in rank before mentioned should make known and publish the above-written details in the Dewan Khanehs of the province of Yezd according to these instructions, and strictly warn the authorities and executives of the Dewan Khanehs of the province alluded to, to act up to the commands conveyed in this august document, nor in any way swerve from or disobey them. Let them consider the same their bounden duty.

Written in the month of Jemmadee-ool-Awul, in the year of the Hegira 1260.

PERSIA.

No. XXXIII.

No. XXXIII. ENGAGEMENT prohibiting the importation of African slaves into Persia by sea.

LIEUTENANT COLONEL FARRANT to HAJEE MIRZA AGHASSEE, June 12th, 1848.

With regard to the abolition of the traffic in negroes (slaves) by sea, it is a long time since it was promised, and your Excellency recently informed me yourself that the discussions on this subject were nearly brought to a conclusion, and that, please God, it would be completed in a few days; but as yet it has not been finished.

If the Persian government had appreciated my representations on this subject, the prohibition would ere this have been sanctioned; but as this has not been the case, I am now obliged to demand a clear and decisive answer on this subject, as to whether the Persian government will issue an order prohibiting the importation of negroes by sea or not.

If it be the intention of the Persian government to issue this order, I request to be made acquainted with it to-day; and if it is not their intention to do so, an immediate and explicit answer is necessary to enable me to forward it for the information of my government, and that your Excellency, after all your promises, should no longer evade giving me a decided answer on this subject.

The British Government are very anxious to know the determination of the Persian government, and I therefore request your Excellency will be good enough to send me a positive answer, as my government will not consent to any further delay on my part in this matter.

Translated by

(Signed) JOSEPH REED.

TRANSLATION of an Autograph Note from HIS MAJESTY the SHAH to HAJEE MIRZA AGHASSEE, June 12th, 1848, Rejjeb 10th, 1264.

Your Excellency the Hajee, let them not bring any negroes by sea, let them be brought by land. Purely for the sake of Farrant Sahib (Lieutenant Colonel Farrant), with whom I am much pleased, I have consented to this. On this subject write to the Governors of Fars and Arabia (Persian Arabia).

Solely on account of the goodness of Farrant* I have consented, otherwise some trifling discussions still exist between us and the English Government.

Translated by
(Signed) JOSEPH REED.

HAJEE MIRZA AGHASSEE to LIEUTENANT COLONEL FARRANT, 12th June 1848.

Translation.

Your communication regarding negroes has been received and its contents fully understood.

With a view to the request made by you, my sincere and esteemed friend, and solely on account of the sincere friendship and good feelings I entertain towards you, I did not consider it proper to withhold or delay the fulfilment of your desire, and exerted my endeavours to preserve the existing friendship between the two exalted governments of Persia and England by laying your request in detail at a most fortunate time before His Majesty, &c., &c., the Shah; may his dominion and sovereignty be everlasting!

An imperative order has been issued which evinces the exceedingly great favour entertained towards you, my honoured friend, by His Majesty, &c., &c., the Shah, which is evident will always increase. The importation of slaves by sea alone is forbidden, and imperative orders will be issued to the Governors of Fars and Arabia that hereafter strict prohibition should be observed that no negroes should be either imported or exported except by land.

This affair, in fulfilment of the request of that esteemed friend, has, thank God, been concluded through the countless favour of His Majesty, &c., &c., &c., the Shah, towards you, and by my exertions.

But the Persian ministers in equal proportion require that, by the true friendship of the ministers of the British Government, when they make a request it will also be acceded to.

Translated by
(Signed) JOSEPH REED.

* Thus in the original.

PERSIA.

No. XXXIII.

TRANSLATION of a FIRMAN issued by HIS MAJESTY the SHAH to HOSSEIN KHAN, Governor of Fars.

To the high in rank, the pillar of nobility, &c., &c., Hossein Khan, the Controller of State affairs and Governor of Fars, who has been exalted and supported by the distinguished favours of His Majesty, &c., &c., the Shah, be it known—

That it is a long time since a request for the abolition of the importation of negroes by sea was made on the part of the ministers of the British Government to the ministers and authorities of this kingdom, but their request during this long period has not obtained an answer or (our) consent.

But in consequence of the favour entertained by our august sovereign, &c., &c., towards the high in rank, the sincere well-wisher of the State, the chosen among Christian nobles, &c., &c., Colonel Farrant, Chargé d'Affaires of the English Government, on account of his respectful conduct and manner of proceeding which have been made manifest, and purely for the regard we entertain for him, we have accepted and complied with his request, and we have ordained that henceforward that high in rank shall warn all merchants and persons passing to and fro to discontinue to bring negroes by sea; and that they shall not export or import negroes except by land, which is by no means forbidden. That high in rank will be held responsible for the fulfilment of the orders contained in this communication.

Written in the month of Rejjeb 1264.

Translated by
(Signed) JOSEPH REED.

TRANSLATION of a FIRMAN issued by HIS MAJESTY the SHAH to MIRZA NEBBE KHAN, Governor of Ispahan and Persian Arabia.

To the high in rank, the superior of Generals, the esteemed of the sovereign, Mirza Nebbee Khan, Chief of the Civil Law Court and Governor of Ispahan and Arabia, who has been honoured by the favour of the pure mind of the king of kings, be it known that at this time the high in rank, the noble and exalted, possessed of dignity, the pillar of

Christian nobles, the cream of the great men of Christendom, the undoubted well-wisher of the State, Colonel Farrant, Chargé d'Affaires of the exalted English Government, who enjoys the unbounded favour of His Majesty the Shah, whose resplendent mind is desirous to gratify him, made a friendly request on the part of the ministers of that exalted government from the ministers of His Majesty the Shah, &c., &c., that with a view to preserve the existing friendship between the two exalted States, a decree should be issued from the source of magnificence (the Shah) that hereafter the importation of the negro tribes by sea should be forbidden, and this traffic be abolished.

In consequence of this, it is ordered and ordained that that high in rank after perusing this Firman, which is equal to a decree of fate, it will be incumbent on him to issue positive and strict injunctions to the whole of the dealers in slaves who trade by sea, that henceforth by sea alone the importation and exportation of negroes into the Persian dominions is entirely forbidden, but not by land. Not a single individual will be permitted to bring negroes by sea without being subjected to severe punishment.

That high in rank must in this matter give peremptory orders throughout his government and not be remiss.

Written in the month of Rejjeb 1264, *June* 1848.

No. XXXIV.

CONVENTION concluded between COLONEL SHEIL and AMEER-E-NIZAM for the detention and search of Persian vessels by British and East India Company's cruizers.

The Persian government agrees that the ships of war of the British Government and of the East India Company shall, in order to prevent the chance of negro slaves, male and female, being imported, be permitted for the period of eleven years to search Persian merchant vessels in the manner detailed in this document, with the exception of Persian government vessels, not being vessels the property of merchants, or the property of Persian subjects; with those government vessels

PERSIA.

No. XXXIV.

there is to be no interference whatever. The Persian government agrees that in no manner whatever shall any negro slaves be imported in the vessels of the Persian government.

THE AGREEMENT IS THIS—

First.—That in giving this permission to search mercantile vessels and those of subjects, the search shall from the first to the last be effected with the co-operation, intervention, and knowledge of Persian officers, who are to be on board vessels of the English Government.

Second.—The merchant vessels shall not be detained longer than is necessary to effect the search for slaves. If slaves should be found in any of those vessels, the British Authorities are to take possession of them, and to carry them away, without detaining or causing them (that is, the people of the ship importing slaves) any other damage besides that of depriving them of the slaves. The vessel itself in which the slaves have been imported shall, by the co-operation and knowledge of the officers of the Persian government, who are on board of the British cruizers, be delivered to the authorities of the Persian ports, who are there on the part of the Persian government; and the authorities of this (the Persian) government are to punish and fine, in a manner suitable to the crime he has committed, the owner of that slaving vessel who has acted in contravention of the commands of His Majesty the king of Persia by importing slaves.

The British ships of war are not in any manner to interfere with the Persian trading vessels without the co-operation of the Persian government officers; but the Persian government officers must not on their part be remiss in the duty committed to them.

This convention is to be in force for a period of eleven years, and after these eleven years have expired, and the stipulated period has elapsed, if the Persian vessels shall be interfered with for even a single day beyond the eleven years, it will be opposed to the course of friendship with the Persian government and to the maintenance of her rights, and this government will make a demand for satisfaction.

If the slaves who have been heretofore in Persia, and are now there, should, from the present date and henceforward, wish to proceed by sea on a pilgrimage to Mecca, or to India, or travel by sea, they must, with

the knowledge of the British Resident in Bushire, procure a passport from the officer at the head of the Persian Passport Office in Bushire, and no exception shall hereafter be taken to any slave holding a passport. The passport (regulation) obtained with the knowledge of the British Resident at Bushire, is, like the other stipulations written above, to be for a period of eleven years.

This agreement of the right of search, and the appointment of the Persian government officers to be on board the British cruizers, will come in force on the 1st of Rubbee-ool-Awul 1268 (January 1st, 1852).

From the date of this document to the above date there is no right of search.

The Articles written in this document have from first to last been agreed to by both parties, and confirmed by the ministers of both governments, and nothing is to be done in contravention thereof.

Written in the month of Shuwal 1267, *August* 1851.

Done in duplicate, signed and sealed by Mirza Tukee Khan, Ameer-é-Nizam of the Persian government. Date as above.

JUSTIN SHEIL,
Her Britannic Majesty's Minister Plenipotentiary and Envoy Extraordinary at the Court of Persia.

No. XXXV.

ENGAGEMENT of the Persian government regarding Herat.

*Translation.**

15th Rebbel-oo-Sanee 1269, (January 25th, 1853.)

The Persian government engages not to send troops on any account to the territory of Herat, excepting when troops from without attack that place, that is to say, troops from the direction of Cabool, or from

* This translation was made in 1857 from the original Persian, as some doubt was raised as to the correctness of the translation made in 1853.

PERSIA.

No. XXXV.

Candahar, or from other foreign territory; and in case of troops being despatched under such circumstances, the Persian government binds itself that they shall not enter the city of Herat, and that immediately on the retreat of the foreign troops to their own country, the Persian force shall forthwith return to the Persian soil without delay.

The Persian government also engages to abstain from all interference whatsoever in the internal affairs of Herat, likewise in (regard to) occupation or taking possession, or assuming the sovereignty or government, except that the same amount of interference which took place between the two in the time of the late Zuheer-ood-Dowlah, Yar Mahomed Khan, is to exist as formerly. The Persian government, therefore, engages to address a letter to Syed Mahomed Khan, acquainting him with these conditions, and to forward it to him (by a person) accompanied by some one belonging to the English mission, who may be in Meshed.

The Persian government also engages to relinquish all claim or pretension to the coinage of money and to the "Khootbeh," or to any other mark whatever of subjection or of allegiance on the part of the people of Herat to Persia. But if, as in the time of the late Kamran and in that of the late Yar Mahomed Khan, they should, of their own accord, send an offering in money and strike it in the Shah's name, Persia will receive it without making any objection. This condition will also be immediately communicated to Syed Mahomed Khan. They also engage to recal Abbas Koolee Khan, Peeseean, after four months from the date of his arrival, so that he may not reside there permanently; and hereafter no permanent agent will be placed in Herat, but intercourse will be maintained as in the time of Yar Mahomed Khan. Neither will they maintain a permanent agent on the part of Herat in Teheran. There will be the same relations and privileges which existed in Kamran's time, and in that of the late Yar Mahomed Khan. For instance, if at any time it should be necessary for the punishment of the Toorkomans, or in case of disturbance or rebellion in the Shah's dominions, that the Persian government should receive assistance from the Heratees, similar to that afforded by the late Yar Mahomed Khan, they may, as formerly, render assistance of their own accord and free will, but not of a permanent nature.

The Persian government further engages, unconditionally and without exception, to release and set free all the Chiefs of Herat who are in Meshed or in Teheran or in any other part of Persia, and not to receive any offenders, prisoners, or suspected persons whatsoever from Syed Mahomed Khan, with the exception of such persons as, having been banished by Syed Mahomed Khan from Herat, may come here and themselves desire to remain, or to enter the service. These will be treated with kindness and favour as formerly. Distinct orders will be issued immediately to the Prince Governor of Khorassan to carry out these engagements.

The above six engagements on the part of the Persian government are to be observed and to have effect; and the Persian ministers, notwithstanding the rights which they possess in Herat, solely out of friendship, and to satisfy the English Government, have entered into these engagements with the English Government so long as there is no interference whatsoever on its part in the internal affairs of Herat and its dependencies; otherwise these engagements will be null and void, and as if they never had existed or been written. And if any foreign (State), either Afghan or other, should desire to interfere with or encroach upon the territory of Herat or its dependencies, and the Persian ministers should make the request, the British Government are not to be remiss in restraining them and in giving their friendly advice, so that Herat may remain in its own state of independence.

Seal and autograph of the Sadr Azim.

Translated by

(Signed) Ronald F. Thomson.

The Sadr Azim to Syed Mahomed Khan, Ruler of Herat.

Translation.

January 26th 1853.

The Persian ministers, from the time when they began to give aid and assistance to you, my son, had no intention of taking possession or

assuming sovereignty over Herat; nay, they were desirous that it should remain in a state of independence, and be preserved from the attacks and invasions of foreigners. They had no views of acquisition on the Herat soil, or of raising contributions from Herat or the people of Herat, and these circumstances were made known to the Mufti (lately Political Agent from the Governor of Herat to the Shah) when he was here. Now, when their intentions have, thank God, been accomplished, it is necessary that I should inform you, my son, of the Articles and engagements which the (Persian) ministers have imposed upon themselves. They are to the following effect:—

That the Persian ministers never had, nor will ever have, any idea of taking possession, assuming the sovereignty, or governing either Herat or the Herat territory, or its people, and will not interfere in any manner whatsoever in the internal affairs of Herat, so that they may be independent in their country and their own affairs, without the interference of any one belonging either to this government or to the Afghans of Cabool and Candahar, or other foreigners. They will not in any manner agree that the Khootbeh (prayer in the Shah's name) should be recited in the name of His Majesty (the Shah). With regard to the coinage also, solely to secure your independence, my son, they will never consent that the current coin should be struck in the name of His Majesty (the Shah). But if, as in the times of the late Kamran and the late Yar Mahomed Khan, you should desire to send a sum of money as an offering, and that money should be struck in His Majesty's name, the Persian ministers will not object to it and it will be received. If at any time it should be necessary that the people of Herat should give assistance to Persia in order to punish the Toorkomans, or when there is a disturbance or rebellion in the Persian territory, they may of their own free will, as was formerly done in the time of the late Yar Mahomed Khan, send assistance in men, but not as a permanent force. Yes, that which His Majesty the Shah considers imperative on him, on account of the services rendered by the late Zuheer-ood-Dowlah is, that if any foreign troops, Afghan or other, should invade Herat, the ministers of this ever-enduring State shall despatch troops to the aid of Heratees, to join the Herat troops outside of the town of Herat, and when the foreign troops have been expelled from the Herat soil, to return immediately to the

Persian territory. No doubt after you have become acquainted with the real sentiments of the (Persian) ministers, you will act in conformity with them.

Translated by
(Signed) WILLIAM TAYLOUR THOMSON.

FIRMAN of the SHAH to SYED MAHOMED KHAN, Ruler of Herat.

Translation.

January 29th 1853.

Let the high in rank, &c., Zuheer-ood-Dowlah, Syed Mahomed Khan, feel assured of our royal favour, and know that the engagement given by the ministers of this government, with regard to Herat, and to acquire independence for him, is as His Excellency the Sadr Azim has written to him. No doubt he, Syed Mahomed Khan, will be made acquainted with it, and will act in conformity with it. Let him know that he enjoys the highest favour of our royal person, and represent his prayers to us.

Translated by
(Signed) WILLIAM TAYLOUR THOMSON.

LIEUTENANT COLONEL SHEIL to SYED MAHOMED KHAN, Ruler of Herat.

Your Excellency has no doubt heard of the anxiety testified many years ago by the government of Her Majesty the Queen of Great Britain for the maintenance of the independence of Herat. Although circumstances have withdrawn Her Majesty's government of late from any direct connection with Afghanistan, they have not ceased to take a warm interest in the welfare and prosperity of Herat, and in the preservation of its independence under Afghan rule. They have watched with solicitude during the last year and a half, since your Excellency's accession to the government of that country, the progress of events in

PERSIA.

No. XXXV.

Herat, and the issue has been that they have felt themselves called on to require an explanation from the Persian ministers for their share in certain proceedings connected with your Excellency's territory, and to claim from them assurances for the maintenance of that territory independent of Persian rule. The discussions which followed terminated in certain engagements concluded by this government, and which I deem it my duty to bring to the knowledge of your Excellency. They are contained in the three enclosed papers which are copies of the originals, consisting of a document sealed by the Prime Minister of Persia, a letter from the Prime Minister to your Excellency, and a Firman from the Shah to your address, ratifying the engagements of the Sadr Azim.

These documents sufficiently explain the views of Great Britain, which, briefly stated, are a determination that Herat shall remain in Afghan hands and in independence.

I sincerely trust that the time has arrived when you will cease to require aid from the government of this country, and that henceforward your Excellency will be able alone to maintain the integrity of your country. Your Excellency may be assured that the ruler who seeks foreign aid loses the respect and the loyalty of his subjects, and that there is only one termination to repeated applications for foreign succour. The good-will of your subjects is your surest safeguard. By upright, just, and impartial government, by cultivating Afghan national feeling, there can be no doubt of your ability to maintain your position against all intruders, in the same manner that your Excellency's father, the late Yar Mahomed Khan, accomplished with such brilliant success.

My messenger, who will deliver this communication, will await your Excellency's convenience to return with an answer in acknowledgment of its receipt.

Translated into Persian by

(Signed) WILLIAM TAYLOUR THOMSON.

No. XXXVI.

TREATY OF PEACE between HER MAJESTY the QUEEN of the UNITED KINGDOM of GREAT BRITAIN and IRELAND and HIS MAJESTY the SHAH of Persia.

Signed, in the English and Persian languages, at Paris, March 4th, 1857.

[Ratifications exchanged at Bagdad, May 2nd, 1857.]

In the name of God, the Almighty, the All-Merciful.

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Majesty, whose standard is the Sun, the sacred, the august, the great monarch, the absolute king of kings of all the States of Persia, being both equally and sincerely animated by a desire to put a stop to the evils of a war, which is contrary to their friendly wishes and dispositions, and to re-establish on a solid basis the relations of amity which had so long existed between the two exalted States by means of a peace calculated for their mutual advantage and benefit, have appointed as their plenipotentiaries for carrying into effect this desired object the following, that is to say :—

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right Honourable Henry Richard Charles, Baron Cowley, a Peer of the United Kingdom, a Member of Her Majesty's Most Honourable Privy Council, Knight Grand Cross of the Most Honourable Order of the Bath, Her Majesty's ambassador extraordinary and plenipotentiary to His Majesty the Emperor of the French, &c., &c., &c.

And His Majesty the Shah of Persia, His Excellency the abode of greatness, the favourite of the king, Ferokh Khan, Ameen-ool-Moolk, the great ambassador of the mighty State of Persia, the possessor of the royal portrait and of the blue cordon, the bearer of the diamond-studded girdle, &c., &c., &c.

Who, having exhibited and exchanged their full powers, and found them to be in due form, have agreed upon and concluded the following Articles :—

ARTICLE 1.

From the day of the exchange of the ratifications of the present Treaty there shall be perpetual peace and friendship between Her

PERSIA.

No. XXXVI.

Majesty the Queen of the United Kingdom of Great Britain and Ireland on the one part and His Majesty the Shah of Persia on the other, as likewise between their respective successors, dominions, and subjects.

ARTICLE 2.

Peace being happily concluded between their said Majesties, it is hereby agreed that the forces of Her Majesty the Queen shall evacuate the Persian territory, subject to conditions and stipulations hereafter specified.

ARTICLE 3.

The high contracting parties stipulate that all prisoners taken during the war by either belligerent shall be immediately liberated.

ARTICLE 4.

His Majesty the Shah of Persia engages, immediately on the exchange of the ratifications of this Treaty, to publish a full and complete amnesty, absolving all Persian subjects who may have in any way been compromised by their intercourse with the British forces during the war from any responsibility for their conduct in that respect, so that no persons, of whatever degree, shall be exposed to vexation, persecution, or punishment on that account.

ARTICLE 5.

His Majesty the Shah of Persia engages further to take immediate measures for withdrawing from the territory and city of Herat, and from every other part of Afghanistan, the Persian troops and authorities now stationed therein; such withdrawal to be effected within three months from the date of the exchange of the ratifications of this Treaty.

ARTICLE 6.

His Majesty the Shah of Persia agrees to relinquish all claims to sovereignty over the territory and city of Herat and the countries of Afghanistan, and never to demand from the Chiefs of Herat, or of the

countries of Afghanistan, any marks of obedience, such as the coinage, or "Khootbeh," or tribute.

His Majesty further engages to abstain hereafter from all interference with the internal affairs of Afghanistan. His Majesty promises to recognize the independence of Herat and of the whole of Afghanistan, and never to attempt to interfere with the independence of those States.

In case of differences arising between the government of Persia and the countries of Herat and Afghanistan, the Persian government engages to refer them for adjustment to the friendly offices of the British Government, and not to take up arms unless those friendly offices fail of effect.

The British Government, on their part, engage at all times to exert their influence with the States of Afghanistan, to prevent any cause of umbrage being given by them, or by any of them, to the Persian government; and the British Government, when appealed to by the Persian government, in the event of difficulties arising, will use their best endeavours to compose such differences in a manner just and honourable to Persia.

Article 7.

In case of any violation of the Persian frontier by any of the States referred to above, the Persian government shall have the right, if due satisfaction is not given, to undertake military operations for the repression and punishment of the aggressors; but it is distinctly understood and agreed to that any military force of the Shah which may cross the frontier for the above mentioned purpose shall retire within its own territory as soon as its object is accomplished, and that the exercise of the above-mentioned right is not to be made a pretext for the permanent occupation by Persia, or for the annexation to the Persian dominions, of any town or portion of the said States.

Article 8.

The Persian government engages to set at liberty without ransom, immediately after the exchange of the ratifications of this Treaty, all

prisoners taken during the operations of the Persian troops in Afghanistan, and all Afghans who may be detained either as hostages or as captives on political grounds in any part of the Persian dominions shall, in like manner, be set free; provided that the Afghans, on their part, set at liberty, without ransom, the Persian prisoners and captives who are in the power of the Afghans.

Commissioners on the part of the two contracting powers shall, if necessary, be named to carry out the provisions of this Article.

Article 9.

The high contracting parties engage that, in the establishment and recognition of Consuls-General, Consuls, Vice-Consuls, and Consular Agents, each shall be placed in the dominions of the other on the footing of the most favoured nation; and that the treatment of their respective subjects and their trade shall also, in every respect, be placed on the footing of the treatment of the subjects and commerce of the most favoured nation.

Article 10.

Immediately after the ratifications of this Treaty have been exchanged, the British mission shall return to Teheran, when the Persian government agrees to receive it with the apologies and ceremonies specified in the separate note signed this day by the plenipotentiaries of the high contracting parties.

Article 11.

The Persian government engages, within three months after the return of the British mission to Teheran, to appoint a Commissioner, who, in conjunction with a Commissioner to be appointed by the British Government, shall examine into and decide upon the pecuniary claims of all British subjects upon the government of Persia, and shall pay such of those claims as may be pronounced just, either in one sum or by instalments, within a period not exceeding one year from the date of the award of the Commissioners, and the same Commissioners shall examine into and

decide upon the claims on the Persian government of all Persian subjects, or the subjects of other powers, who, up to the period of the departure of the British mission from Teheran, were under British protection, which they have not since renounced.

ARTICLE 12.

Saving the provisions in the latter part of the preceding Article, the British Government will renounce the right of protecting hereafter any Persian subject not actually in the employment of the British mission, or of British Consuls-General, Consuls, Vice-Consuls, or Consular Agents, provided that no such right is accorded to or exercised by any other foreign powers; but in this, as in all other respects, the British Government requires, and the Persian government engages, that the same privileges and immunities shall in Persia be conferred upon and shall be enjoyed by the British Government, its servants and its subjects, and that the same respect and consideration shall be shown for them, and shall be enjoyed by them, as are conferred upon and enjoyed by and shown to the most favoured foreign government, its servants and its subjects.

ARTICLE 13.

The high contracting parties hereby renew the agreement entered into by them in the month of August 1851 (Shawal 1267) for the suppression of the slave trade in the Persian Gulf, and engage further that the said agreement shall continue in force after the date at which it expires, that is, after the month of August 1862, for the further space of ten years, and for so long afterwards as neither of the high contracting parties shall, by a formal declaration, annul it; such declaration not to take effect until one year after it is made.

ARTICLE 14.

Immediately on the exchange of the ratifications of this Treaty, the British troops will desist from all acts of hostility against Persia, and the British Government engages further that, as soon as the stipulations in regard to the evacuation by the Persian troops of Herat

PERSIA.
No. XXXVI.

and the Afghan territories, as well as in regard to the reception of the British mission at Teheran, shall have been carried into full effect, the British troops shall, without delay, be withdrawn from all ports, places, and islands belonging to Persia; but the British Government engages that, during this interval, nothing shall be designedly done by the Commander of the British troops to weaken the allegiance of the Persian subjects towards the Shah, which allegiance it is, on the contrary, their earnest desire to confirm; and further, the British Government engages that, as far as possible, the subjects of Persia shall be secured against inconvenience from the presence of the British troops, and that all supplies which may be required for the use of those troops, and which the Persian government engages to direct its authorities to assist them in procuring, shall be paid for, at the fair market-price, by the British Commissariat immediately on delivery.

ARTICLE 15.

The present Treaty shall be ratified, and the ratifications exchanged at Bagdad in the space of three months, or sooner, if possible.

In witness whereof the respective plenipotentiaries have signed the same, and have affixed thereto the seal of their arms.

Done at Paris, in quadruplicate, this fourth day of the month of March, in the year of our Lord one thousand eight hundred and fifty-seven.

(Signed) COWLEY.

FEROKH *(in Persian.)*

Separate Note referred to in Article X. of the foregoing Treaty.

(Signed in the English and Persian languages.)

The undersigned, Her Britannic Majesty's ambassador extraordinary and plenipotentiary to the emperor of the French, and His Persian Majesty's ambassador extraordinary and plenipotentiary to His said Imperial Majesty, being duly authorized by their respective governments, hereby agree that the following ceremonial shall take place for the re-establishment of diplomatic and friendly relations between the

Courts of Great Britain and Persia. This agreement to have the same force and value as if inserted in the Treaty of peace concluded this day between the undersigned:—

The Sadr Azim shall write, in the Shah's name, a letter to Mr. Murray, expressing his regret at having uttered and given currency to the offensive imputations upon the honour of Her Majesty's Minister, requesting to withdraw his own letter of the 19th of November, and the two letters of the Minister for Foreign Affairs of the 26th of November, one of which contains a rescript from the Shah, respecting the imputation upon Mr. Murray, and declaring, in the same letter, that no such further rescript from the Shah as that inclosed herewith in copy was communicated, directly or indirectly, to any of the foreign missions at Teheran.

A copy of this letter shall be communicated officially by the Sadr Azim to each of the foreign missions at Teheran, and the substance of it shall be made public in that capital.

The original letter shall be conveyed to Mr. Murray at Bagdad by the hands of some high Persian officer, and shall be accompanied by an invitation to Mr. Murray, in the Shah's name, to return with the mission to Teheran, on His Majesty's assurance that he will be received with all the honours and consideration due to the representative of the British Government; another person of suitable rank being sent to conduct him as Mehmandar on his journey through Persia.

Mr. Murray, on approaching the capital, shall be received by persons of high rank deputed to escort him to his residence in the town. Immediately on his arrival there, the Sadr Azim shall go in State to the British mission, and renew friendly relations with Mr. Murray, leaving the Secretary of State for Foreign Affairs to accompany him to the royal palace, the Sadr Azim receiving Mr. Murray and conducting him to the presence of the Shah.

The Sadr Azim shall visit the mission at noon on the following day, which visit Mr. Murray will return, at latest, on the following day before noon.

Done at Paris, this fourth day of the month of March, in the year one thousand eight hundred and fifty-seven.

(Signed) COWLEY.

FEROKH *(in Persian).*

PERSIA.

No. XXXVI.

Annex to the preceding Note.

The Shah to the Sadr Azim, December 1855.

Translation.

Last night we read the paper written by the English Minister Plenipotentiary, and were much surprised at the rude, unmeaning, disgusting, and insolent tone and purport. The letter which he before wrote was also impertinent. We have also heard that in his own house he is constantly speaking disrespectfully of us and of you, but we never believed; now, however, he has introduced it in an official letter. We are therefore convinced that this man, Mr. Murray, is stupid, ignorant, and insane, who has the audacity and impudence to insult even kings! From the time of Shah Sultan Hossein (when Persia was in its most disorganised state, and during the last fourteen years of his life, when by serious illness he was incapacitated for business) up to the present time, no disrespect towards the sovereign has been tolerated, either from the government or its Agent. What has happened now that this foolish Minister Plenipotentiary acts with such temerity? It appears that our friendly missions are not acquainted with the wording of that document; give it now to Mirza Abbas and Mirza Malcum, that they may take and duly explain it to the French Minister and Hyder Effendi, that they may see how improperly he has written. Since last night till now our time has been passed in vexation. We now command you, in order that you may yourself know, and also acquaint the missions, that until the Queen of England herself makes us a suitable apology for the insolence of her envoy, we will never receive back this her foolish Minister, who is a simpleton, nor accept from her government any other Minister.

No. XXXVII.

ENGAGEMENT entered into by the Persian Minister for Foreign Affairs for the construction of a line of Telegraph from Khanakeen to Bushire.

ARTICLE 1.

The Persian government considers it necessary to construct a line of Telegraph without delay from Khanakeen to the capital, Teheran, and from Teheran to the port of Bushire; and they agree that, whenever the English government may require to communicate by the said Telegraph, they are to be at liberty to do so through the Persian Telegraph officers in the way they may desire, paying for the same at rates to be specified hereafter.

ARTICLE 2.

The Persian government will assign a sum sufficient for the construction of this Telegraph, and for the purchase of such materials as are not procurable in Persia, or can be better obtained in Europe.

ARTICLE 3.

The Persian government engages to purchase from the English government all the materials which are better procurable in Europe, and the English government agrees to supply such materials at moderate prices.

ARTICLE 4.

In order that the said line of Telegraph may be well constructed and officially worked, the Persian government agrees to place it under the superintendence of an English Engineer Officer, who is to be paid by the English government, and they further agree to fix a period during which instruction may be given and the line may be brought into good working order; and His Royal Highness the Itizad-oo-Sultaneh, the Minister of Public Instruction, and His Excellency the Amin-ed-Dowleh will have cognizance of the aforesaid officer's proceedings.

PERSIA.

No. XXXVII.

ARTICLE 5.

The said officer will be fully empowered to call upon the Persian authorities to supply any materials he may consider requisite for this work, and the Persian authorities will make no alteration in his requisitions unless it should be impossible to obtain the thing required. But a Persian officer will accompany him everywhere, so that he may be informed of what is done, and of the prices of the materials; and the accounts will be audited by the above-mentioned Prince and by the Amin-ed-Dowleh every three months, when a report will be drawn up and printed in the *Teheran Gazette.*

ARTICLE 6.

In order to increase the friendship between the two governments, and to promote the above undertaking, the English government engages to purchase in England, at reasonable rates, with the approval of the Persian Minister Plenipotentiary, the materials required for this work, and to convey them to the Persian frontier, and to receive from the Persian government the price paid for the above articles by five instalments in five years after they are delivered on the frontier of Persia.

(In the handwriting of the Persian Minister for Foreign Affairs.)

The Persian government accepts this engagement. If the English government desires it, the construction of the line of Telegraph will be commenced in conformity with the above stipulation.

Approved and accepted by Her Majesty's government on 6th February 1863.

HERAT.

When the Dourani empire created by Ahmed Shah Abdali was lost by his grandsons and parcelled out among the Barukzye brothers, Shah Kamran managed to maintain a precarious footing at Herat. He was the son of Mahmood, and, therefore, nephew of Zeman Shah, Shah Suja-ool-moolk, and Feroze-ood-deen, and the last remaining representative of the Suddozye princes in Afghanistan. Herat was all that remained to him of the empire of his family. Dost Mahomed was supreme at Cabool and Ghuzni; his half-brother Kohundil Khan ruled conjointly with his brothers in virtual independence at Candahar, while other districts had fallen to other sons of Poinda Khan, Barukzye. Kamran was a man of evil passions, cruel, and dissipated, and was entirely ruled by his minister Yar Mahomed Khan Alakozye, a man able but more infamous than himself, who had risen to eminence by the murder of the other Chiefs.

On 23rd November 1837, Mahomed Shah, king of Persia, laid siege to Herat in pursuance of his ambitious policy* for the re-conquest of Afghanistan. It was on this occasion that Herat sustained the memorable ten months' siege, and all the efforts of the Persian king to capture it, aided by the advice and direction of Russian officers, were defeated. To check these aggressive measures on the part of Persia and Russia, the British Government in India determined† to interpose a friendly power in Afghanistan between their frontier and Persia by re-establishing the Suddozye dynasty at Cabool in the person of Shah Suja, and maintaining the independence of Herat as a separate State. The tripartite Treaty between the British Government, Runjeet Sing, and Shah Suja contained a clause guaranteeing the integrity of Herat, and on the entry of the British troops into Afghanistan, Eldred Pottinger, through whose military talents and energy the efforts of the king of Persia to take Herat had been defeated, was appointed Political Agent.

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* See above, page 97. † See Vol. II., page 426.

HERAT. Yar Mahomed, however, chafed under the restrictions which the British mission placed on his tyranny, more particularly on his traffic in slaves. He made secret overtures to Persia and to the Candahar Sirdars, who had taken refuge in Persia, for a league to expel Shah Suja and the British from Cabool. Another Agent, Major D'Arcy Todd, was sent to Herat in 1839, under instructions from the envoy at Cabool to negotiate an alliance with Shah Kamran. On 9th June 1839 Articles (No. XXXVIII.) were given to Yar Mahomed, acknowledging him as minister of Herat and the channel of all communications with Shah Kamran; and on 30th August, a Treaty (No. XXXIX.) of perpetual peace and friendship was concluded, the terms of which were that the British Government should abstain from interference in the internal administration of Herat, and assist the Shah with money and officers against all foreign encroachment; and that the Shah should prohibit the sale of his subjects into slavery; should refrain from entering into hostilities or political correspondence with any foreign power except with the consent of the British Government, to whose arbitration all disputes with Shah Suja were to be referred; should employ no Europeans except subjects of Great Britain; and should facilitate trade.

Within a few weeks after the Treaty was signed, Yar Mahomed was detected in renewed intrigues, offering to put Herat under the protection of Persia and urging the Shah to join in a league for the expulsion of the English from Afghanistan. His insolent treatment of the mission compelled Major Todd to withdraw and to suspend the subsidy of Rupees 25,000 a month which was paid to Herat. The envoy at Cabool earnestly urged the advance of a force to punish the vizier for his treachery, but this did not meet Lord Auckland's views, who disavowed Major Todd's proceedings. Shortly afterwards those disasters occurred at Cabool which ended in the evacuation of Afghanistan. No sooner was Yar Mahomed relieved of all apprehension of the interference of the British Government, than he strangled his sovereign Shah Kamran, usurped the government of Herat, and professed himself a dependant of Persia. This was in 1842.

The policy of Yar Mahomed was to maintain himself in real independence, while soothing the Shah of Persia by empty acknowledgments of allegiance. On his death in 1851 his son Syud Mahomed Khan

succeeded him. This Chief was deposed in 1855 by Mahomed Yusoof, grandson of Feroze and grandnephew of Shah Zeman, Shah Suja, and Shah Mahmood, in whose person the Suddozye family was once more restored in Herat. At this time Dost Mahomed, the Ameer of Cabool, having quarrelled with his brothers, took possession of Khelat-i-Ghilzie, and soon afterwards, on 6th January 1856, possessed himself of Candahar. His ambition, however, was directed to the reduction of Herat, which he always considered to be an integral part of the Afghan dominions. Dreading the advance of Dost Mahomed, the new ruler Mahomed Yusoof threw himself on the support of Persia, declared himself to be a vassal of the Shah, and offered to issue coin and have prayers read in the Shah's name.

On the advance of the Persian army, whose assistance he had invited, Mahomed Yusoof, being now threatened both from east and west with the loss of his independence, hoisted the British flag at Herat and declared himself a subject of the British Government. This proceeding was repudiated by Lord Canning in the name of the Queen's government as a presumptuous and dishonest act. Mahomed Yusoof was soon after deposed by a faction in Herat headed by Isa Khan, and sent a prisoner to the Persian camp. The aggression of Persia on Herat, coupled with the insults which had been offered to the British mission at Teheran, led to the declaration of war between England and Persia in 1856. Measures were immediately taken* to subsidize Dost Mahomed and to encourage him to advance against the Persians. Assistance in money was also sent to Isa Khan at Herat, but before it reached him he had been compelled to surrender to the Persians, who took possession of the city on 25th October 1856 and created him vizier of the province on behalf of the Shah. He was murdered within a few weeks by a party of Persian soldiers.

By the Treaty of Paris concluded between England and Persia on 4th March 1857, the Persians were required to evacuate Herat. Before they withdrew they installed Sultan Ahmed Khan, better known by the name of Sultan Jan, as ruler of Herat, and the British Government did not refuse to recognize him as *de facto* ruler. This Chief was a nephew

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* See Vol. II., page 431.

and son-in-law of Dost Mahomed. On the occupation of Candahar by the Ameer, he had fled to Persia, where he was well received. He was supposed to be unfriendly to the British Government, and although relieved of the presence of a Persian army, he observed all the outward forms of dependence on the Shah. In consequence of a quarrel with Mahomed Shureef Khan, the Governor of Furrah, one of Dost Mahomed's sons, Sultan Jan made an expedition against Furrah, which surrendered to him on 30th March 1862. The Ameer of Cabool immediately collected his forces to resent this aggression. He retook Furrah on 29th June, and on 28th of July laid siege to Herat. After a siege of ten months, during which Sultan Jan died, the Ameer took Herat by storm on 27th May 1863. He died eleven days afterwards, and was succeeded in the government of Cabool by his son Sher Ali Khan, who placed his own son Mahomed Yakoob Khan in charge of the captured city. Herat has thus been again annexed to the Afghan dominions.

No. XXXVIII.

Translation of a Memorandum of certain wishes and expectations of Vizier Yar Mahomed Khan agreed to at Candahar, on the 9th of June 1839, between Major Todd, with the sanction of the envoy and minister at the Court of His Majesty Shah Suja-ool-moolk, on the part of the Right Honourable the Governor General, and Nujeeb Oollah Khan, envoy from Herat, on the part of Vizier Yar Mahomed Khan.

Article 1.

That the high in rank, &c., Yar Mahomed Khan, vizier of His Majesty Shah Kamran of Herat, shall henceforth be recognized as the vakeel or medium of communication between the British and Herat authorities, and whoever shall disregard the vizier's authority in this respect shall be considered as having acted contrary to the laws of friendship and the Treaty of amity.

ARTICLE 2.

Whatever sums may be expended at Herat by the British Government in restoring the prosperity of the country or for other purposes shall be paid in the first instance to the vizier Yar Mahomed Khan, who engages not to disburse the sum except in the presence, or with the consent and advice, of the British Political Officer at Herat.

ARTICLE 3.

The vizier engages not to act in any matter contrary to the wishes and advice of the British Political Officer at Herat, and will be guided in all that concerns the welfare of the two States by the counsel of the above-mentioned officer; and should the British Agent interfere in the affairs of Herat without the knowledge and consent of the vizier, he shall be considered as endeavouring to disturb the friendship between the two States.

ARTICLE 4.

That the British Agent at Herat shall not, without the consent of the vizier, entertain as servants a greater number than one hundred of the people of Afghanistan, and of these hundred persons there shall be none of the vizier's relations, unless permission to entertain them be obtained from Yar Mahomed.

ARTICLE 5.

As the government of Herat is vested in the person and descendants of Shah Kamran, so is the office of vizier recognized in the person and descendants of Yar Mahomed Khan as long as they shall be worthy of the trust; and, in the event of their being unfit for the office, a subsistence shall be provided for them by the British Government to place them above want and distress.

Sealed by Major E. D'A. Todd and Nujeeb Oollah Khan.

HERAT.

No. XXXIX.

No. XXXIX.

TREATY of friendship and alliance between the HONOURABLE EAST INDIA COMPANY and HIS MAJESTY SHAH KAMRAN of Herat, concluded on the thirteenth day of August 1839, corresponding with the second day of JEMMADEE-OOS-SANI 1255 A. H., by MAJOR E. D'ARCY TODD, envoy from the Governor General of India on the one part, and HIS MAJESTY SHAH KAMRAN for himself, his heirs and successors, on the other.

ARTICLE 1.

There shall be perpetual peace and friendship between the British Government and His Majesty Shah Kamran, his heirs and successors.

ARTICLE 2.

The British Government recognises the government of Herat, as at present constituted, as being vested in His Majesty Shah Kamran, his heirs and successors, and the British Government engages not to interfere in any way with the internal administration of His Majesty's dominions.

ARTICLE 3.

With a view to strengthen and perpetuate the concord subsisting between the British Government and Shah Kamran, an accredited British Agent shall always reside at the Court of His Majesty; in like manner, should His Majesty see fit, he will depute an accredited Agent to reside at the Durbar of the Governor General.

ARTICLE 4.

The British Government undertakes to provide His Majesty Shah Kamran with loans of money, with officers, and with all other means that may be found necessary for the protection of His Majesty's person and country, and to assist in the defence of His Majesty's rights and interests against all foreign encroachment to the utmost of its ability.

ARTICLE 5.

With a view to enable the British Government efficiently to fulfil the obligation contained in the preceding Article, and to obviate all just ground of complaint on the part of other powers, His Majesty Shah Kamran agrees to prohibit for ever the practice of kidnapping or seizing human beings for the purpose of selling them into slavery by any of His Majesty's subjects; and should there be any persons now in a state of bondage within the limits of His Majesty's authority, who may have been enslaved in the manner above mentioned, His Majesty engages to exert his utmost endeavours to procure the liberation of such persons.

ARTICLE 6.

His Majesty Shah Kamran engages to co-operate with the British Government and with His Majesty Shah Suja-ool-moolk to the utmost of his ability in preserving the integrity of their respective dominions against the encroachment of all foreign powers, but at the same time His Majesty Shah Kamran binds himself to refrain from entering into hostilities with any foreign power without the advice and consent of the British Government and His Majesty Shah Suja-ool-moolk.

ARTICLE 7.

His Majesty Shah Kamran agrees on his part that, should any dispute arise between himself and His Majesty Shah Suja-ool-moolk as to the boundaries of their respective territories or with regard to any other matter, the said dispute shall be referred to the arbitration and decision of the British Government, and the British Government further undertakes to use its best endeavours for the accommodation of all subsisting differences, or of such as may hereafter arise between His Majesty Shah Kamran and other powers.

ARTICLE 8.

His Majesty Shah Kamran agrees to refrain from entering into any correspondence with foreign powers without the knowledge and consent of the British representative residing at his Court.

HERAT.

No. XXXIX.

ARTICLE 9.

In acknowledgment of the steady support and friendship of the British Government, whose interests are identical with those of the Afghan nation, His Majesty Shah Kamran will never take individuals of any European nation (Ahli Furung) other than those belonging to Great Britain (Inglees) into his service, nor will he permit such Europeans to reside in his country.

ARTICLE 10.

His Majesty Shah Kamran will remove all unnecessary obstacles to the freedom of commerce, and will adopt such arrangements for increasing the facilities of traders as may appear to His Majesty, with the counsel of the British representative at his Court, to be expedient.

ARTICLE 11.

The above ten Articles shall remain always in force so long as the sovereignty of Herat is vested in the family of Shah Kamran.

Done and concluded at Herat the day and year above written.

(Signed) E. D'ARCY TODD,
Envoy to Herat.

Ratified by the Governor General of India on 16th March 1840.

PART II.

TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO

TURKISH ARABIA AND THE PERSIAN GULF.

TURKISH ARABIA.

The relations of the British Government with the Pashas or temporary governors of Bagdad are regulated more by the requirements of European than of Indian diplomacy, and by the obligations recorded in the Treaties between Great Britain and Turkey, which are beyond the scope of this collection. But in connection with the early trade in the Persian Gulf, direct intercourse was for many years maintained with the governors of Turkish Arabia without much consideration of their relation to Constantinople. In the year 1639 there seems to have been an English factory at Bussora subordinate to the factory at Gombroon and protected by firmans. In 1728 Mr. French, the Agent at Bussora, obtained a firman conferring on the Agent power to try the servants of the factory who were guilty of crime, and providing for the adjustment of claims on the people of the country; and in 1731 he obtained another firman, fixing three per cent. as the duty to be taken on English goods at the port of Bussora. But the first firman on record is one granted in 1759 (No. XL.) by the Pasha. The factory at Bussora was never recognized by the Sublime Porte till 1764, in which year the ambassador at Constantinople, with much difficulty, obtained a Consulary Birat (No. XLI.) as the only efficacious means of protecting English commerce and the property of English subjects at Bussora.

In 1765 it was proposed permanently to appoint an Agent at Bagdad, but the proposal was disapproved by the Court of Directors. In 1783, however, a native Agent was appointed, and in 1798 a Resident,

TURKISH ARABIA.

whose chief duty was to transmit intelligence overland between India and England, and to watch and report on the proceedings of the French emissaries in connection with Napoleon's projected invasion of India by way of Egypt and the Red Sea. In 1802, on the death of Soleiman Pasha, who had governed Bagdad for twenty years, and the appointment of his son-in-law Ali Pasha to succeed him, Lord Elgin, Her Majesty's Ambassador at Constantinople, took the opportunity to procure a Consulary Birat (No. XLII.) for the Resident at Bagdad, whose appointment had till then never been sanctioned by the Sultan.

On the rupture between England and Turkey in 1807, Soleiman Pasha, who had succeeded to the government of Bagdad on the murder of his uncle Ali Pasha, took the Residents at Bussora and Bagdad under his protection and persuaded them not to withdraw from the country. But after the conclusion of peace in 1809, he, for some reasons unknown, committed himself to a series of indignities and insults towards the Resident at Bagdad, which compelled the latter to withdraw. Friendly intercourse was not renewed till, on the remonstrance of the Bombay Government, the Pasha, on 25th January 1810, subscribed certain conditions (No. XLIII.) binding himself never to interfere in the affairs of the Residency and to restore the former privileges of the Resident.

The Bagdad and Bussora Residencies were amalgamated in 1810; and in 1812 the designation of Resident was changed to that of Political Agent in Turkish Arabia. Two decrees were obtained from the Pasha in 1812, one (No. XLIV.) for preventing the desertion of sailors and workmen from British ships at Bussora, and the other (No. XLV.) for the restoration of natives of India carried off to Bussora as slaves.

Soleiman Pasha was deposed from office by order from Constantinople. Refusing to obey, he was defeated in battle and slain on 5th October 1810. His successor Abdoola Pasha was put to death by the Montafik Arabs in 1813, and Syud Beg was proclaimed Pasha. On receiving an order from Constantinople deposing him from office, he rebelled, but was defeated and put to death, and succeeded in the government by Daood Effendi. The conduct of this Pasha towards the Political Agent was so insulting and overbearing, that it was impossible to land goods at Bussora, or to recover debts from native dealers, without an unseemly quarrel. In 1821 he besieged the Residency. He afterwards removed

the restrictions on the movements of the Political Agent and permitted him to withdraw from the country. The establishments at Bussora were withdrawn. Friendly relations with the Pasha were broken off, and not renewed till the Pasha agreed (No. XLVI.) to restore the former tariff, to repay all he had levied in excess of it, and the value of all goods injured or destroyed, and to treat future Agents of the British Government and all travellers with respect.

On 12th June 1831 Daood Pasha was removed from office and Hajee Reza Pasha was appointed in his stead. On his accession he issued a Booyooroldi or order (No. XLVII.) confirming the privileges enjoyed by British subjects. In 1834 a scheme was formed for overland communication between India and England by the Persian Gulf and Turkish Arabia. Two steamers were sent out from England to open the route and navigate the Euphrates. A firman (No. XLVIII.) was granted by the Sultan of Turkey for the protection of the steamers.

In 1835 the Political Agent in Turkish Arabia, who had hitherto been under the Bombay Government, was put directly under the control of the Supreme Government. In 1841 consular powers were conferred on the Agent by Her Majesty's Government.

The measures which the British Government adopted for the suppression of the slave trade in the Persian Gulf could not be made effectual so long as the Turkish ports remained open to vessels engaged in the traffic. In 1847, therefore, Her Majesty's Minister at Constantinople obtained from the Sultan a firman (No. XLIX.) which was supplemented by vizierial instructions to Nejib Pasha, then governor of Bagdad. These documents authorized the confiscation of Turkish vessels engaged in slave traffic, the exclusion of Arab and Persian slavers from Turkish ports in the Persian Gulf, and the delivery of liberated slaves to British vessels to be carried back to their native country.

In October 1863 an engagement (No. L.) was made with the Sublime Porte for the continuation of lines of telegraph from Bagdad to Bussora and from Bagdad to Kanakeen, in order to meet the Indian telegraph by way of the Persian Gulf and the line through Persia to the Turkish frontier.

The present governor of Bagdad is Manick Pasha.

TURKISH ARABIA.

No. XL.

No. XL.

Translate of Soleiman Pasha's general Firman.

To the chief of the Siads, Zous, and Freeholders, our Aga, the Motusullim of Bussora, for the time being (whose state God increase), be it known unto you that my commands are as follows:—In the city of our great Sultan called Bussora, there is an English Balios, or chief of the merchants, &c., his nation being in peace with our high Porte (whose grandeur God continue everlastingly); therefore, there in his hands the high and respectable capitulations of our lofty Porte, to which all submission must be paid, and it behoves all men to obey the orders therein contained. Therefore, in the manner that it is commanded and ordered in said high capitulations, article by article, whether regarding the customs and all things relative thereto, or whether regarding other matters, or whether the respecting, favouring, assisting, and protecting the said English Balios and his effects agreeable to the said high capitulations, you must, as ordered by our Great Sultan, in all things conform and pay obedience thereto, and you must not in any the least respect depart from, or act contrary to, said respected capitulations; and this our Booyooroldi or order I send you for this purpose. When it arrives you be it known unto you that it is by us directed that, conformable to the said high capitulations, which are the commands of our great Sultan, the English Balios you are to aid, assist, and protect, and in all other respects you are to pay obedience thereto, and from the letter of the said high capitulations you must not in any respect depart, and agreeable to this our order or Booyooroldi you are commanded to act.

L. Signandi.
Mohurum 1173.

No. XLI.

LITERAL translate of the Imperial Firman constituting ROBERT GARDEN, ESQ., Consul in Bussora, issued on the 27th day of the month Suffer in the year of the Hegira 1178.

(Signed) SAMUEL MANESTY,
Resident.

In these times the English ambassador residing at our Court, Henry Nevile, Esq., has presented to us a formal memorial to the following effect, that the English Envoys at Aleppo, Alexandria, Tripoli in Syria, the Grecian Islands, Tunis, Tripoli in Barbary, Scio, Smyrna, and Egypt, and all the other considerable towns having scales or ports in our dominions, may have the power of appointing Consuls of their own nation; and, in the event of their choosing to change any of them and appoint others in their room, that no person may be permitted to interfere or to prevent such an arrangement. Now, be it known that former agreements have established this. Moreover, it appears that before the present period the East India Company had sent a person to Bussora, by name William Shaw, Esq., to represent them and superintend their affairs, who was not possessed of any Consulary Birat; but upon the expiration of his period of service and his removal, they appointed in his room the bearer of these royal letters, Robert Garden, Esq., who was also furnished with a Commission from the Company. Now, according to the tenor or former engagements, as well as in compliance with the wishes of the ambassador, it became proper and necessary to deliver the Birat in question into his hands. We have accordingly consigned to him our royal diploma.

According to what we have written, the aforesaid Robert Garden, Esq., is constituted British Consul, under the regulations to be here explained by us, as well in regard to his latitude of action, as the conduct to be observed towards him.

1*st.*—He is nominated and appointed Consul in Bussora.

2*nd.*—He shall have full and sole power of taking cognizance of all affairs concerning those of the nation to which he belongs, such as captains of ships, merchants, and also all who may be under the protection of the English flag; all matters relating to the above are to be under his peculiar care.

TURKISH ARABIA.

No. XLI.

Without his express written order, no English vessel shall be permitted to come to Bussora.

The servants of the Consul shall not be subject to the poll tax or any other species of tax or tribute. Their butchers shall not pay any duty, and, in fine, the aforesaid description of persons must be protected from any kind of contribution.

In the event of their purchasing male and female slaves, they shall also be exempted from the above-mentioned duties.

No person shall interfere in respect to their furniture, their eatables or drinkables, for these have been privileges of old standing; such articles too shall be free from customs.

No person shall dare to imprison or put in fetters the Ambassador, the Consul, or their Agents, neither shall they seal up their houses; and should the Consuls where they reside have with them a military detachment, and wish to place them in separate houses, let none molest them for so doing.

We repeat that their male and female servants are to be exempted from taxes, as are their butchers from duties, all which exemptions are of old.

In the event of the Consul conceiving himself aggrieved, or any person having cause of complaint against him, we, in conformity to former agreements, hereby order that the matter shall be referred to our Court for decision, and that you shall not hear the discussion elsewhere.

Should the aforesaid Consul happen to travel, in whatever part he may choose to visit, either by sea or land, he, his suite, servants, cattle, and goods shall be sacred from any harm, and upon his return, should he, from not being provided with a stock of necessaries, wish to make requisite daily purchases on the road, let none refuse to supply him, or dare to engage in disputes with him.

In places where danger may be apprehended, they shall be permitted to wear the turban and the sword, to ride on horseback, to carry the bow, spear, and all the appurtenances of war, and whatever Cathies or others should see them so provided, they are not to molest them.

But should they exceed the bounds of these agreements, privileges and concessions, you are to check and prevent them, for such salutary restraint and observance of good order is necessary.

To all future times these regulations and instructions shall be valid, for we will not suffer the least infringement thereof, nor shall we sanction any excess.

Birat or Consular Commission.

We, the Right Honourable Henry Grenville, Ambassador to His Majesty the King of Great Britain, at the Ottoman Porte, &c., &c.

To all whom these presents may concern greeting.

L. S.	H. GRENVILLE.

Having judged it very proper and necessary to grant this present for the service of the Honourable English United East India Company, as also for the better security and prosperity of their affairs in trade at Bussora, and also when in the Ottoman dominions, as also to secure and assure a protection to all persons in the respective Residencies of their Agents and Ministers, that from thenceforth there be established a Consul with ample and full power over all belonging to his charge to execute the above-mentioned.

Be it therefore known that we, by virtue of authority granted us by royal letters patent under the great Seal of Great Britain, and conformable to an Imperial Birat granted by the emperor's Sublime Porte and the Sultan Mustafa, son of Sultan Ahmed, always victorious: By these presents we declare and acknowledge the illustrious Mr. Robert Garden, the present Agent of the said Honourable Company (or also their future Agents), and whoever be Agent in future and whoever be British Consul for transacting their affairs in the city of Bussora, or other places thereto. belonging, or dependent thereon, granting, however, to the said Mr. Robert Garden, or even to any who shall be Agent in future, full and ample power in all things belonging to his charge, and in this respect we order all His Britannic Majesty's subjects to acknowledge him in quality of British Consul, praying their Excellencies the Honourable

TURKISH ARABIA.

Nos. XLI & XLII.

Pasha and other Officers, Ministers, and Magistrates of the Ottoman Empire, to whom these presents shall be shown, to suffer them freely to enjoy and amply and peaceably to enjoy their Consulship, and to aid them with their assistance, protection, and favour, whenever their occasions lead them to have recourse to them, conformable to the good and ancient friendship subsisting between the Crown of Great Britain and the Sublime Porte and conformable to the sacred capitulations.

In faith of which we have signed these presents with our own hands and have caused it to be countersigned by our chief Secretary, applying thereto the royal Seal of our embassy.

Done in our palace of Pera at Constantinople this 29th August 1764.

No. XLII.

TRANSLATION of an IMPERIAL OTTOMAN DIPLOMA granted to HARFORD JONES, ESQ., British Consul of Bagdad and the environs.

At the request of Lord Elgin, English Ambassador to the Sublime Porte, in a memorandum given to us by him, to wit, that in consequence of the capitulations, the English Minister having named Consuls at the ports of Aleppo, Alexandria, Tripoli of Syria, Algiers, Tripoli of Barbary, Tunis, Scio, Smyrna, Egypt, and other ports requiring custom houses, and wishing shortly to change or replace them by others, and having for the present assigned and established as Consul in the city of Bagdad and its environs, Harford Jones, Esq., a British subject, and residing in the said city of Bagdad, in order to protect the affairs of British merchants established there, or of travellers, we have given him our Imperial Birat in conformity with the requisitions of the said capitulations, confirming and ordaining the said Harford Jones, Esq., as Consul in the said city of Bagdad, that in conformity with the said capitulations the affairs of merchants and travellers under the protection of the British flag in this country, in cases of difficulty arising, should be referred to him, and that the departure of all vessels should take place only under his cognizance, and that no public servants under his orders should be molested under the

pretext of tribute, or certain regulations entitled *Kharatz*, neither of others named *Avariz*, nor of such as is levied by ships called *Cassab Akeessi*, or other arbitrary impositions called *Tekialifi Orfye;* that no one shall exact the *Kharatz* nor other dues for male and female slaves in his service, and that no person shall interfere nor obstruct the domestic affairs of the said Consul, but, on the contrary, they shall be free from all impositions according to the prevailing customs, neither shall they be subject to the customs or excise duties; that the Consul being established by the British Ministers is not subject to imprisonment; that his house cannot be closed or searched, or have any body of troops lodged therein; that assistants and slaves belonging to him shall be free and exempt from *Kharatz* and *Avariz, Cassab Akeessi*, and from all *Tekialifi Orfye*; that any complaint made by any person against him shall be referred to us and cannot be disposed of by any other means; that should the said Consul find it necessary to travel into any part of the country, either by land or by sea, at any stations or ports he may arrive at, no one shall molest him or his servants, or cattle, or baggage, guides, or any thing connected with him; that any captain of country vessels on being paid shall be compelled to carry his provisions according to the prevailing regulations, and that no one shall seek pretext for disputes against him; and that in dangerous parts of the country he be allowed to wear a white turban, sabre, bow, or other warlike instruments.

That all judges and commandants or others shall not molest him, but shall assist and protect him, and shall prevent any one from throwing obstacles in his way, and always behave towards him in conformity with the capitulations, and that no one shall presume to oppose, but, on the contrary, shall give every credence to this decree, given under our most respectable and noble Seal.

Given under our hand this 7th day of the moon of Rejib 1217, *that is to say,* 2*nd November* 1802, *at our city of Constantinople.*

TURKISH ARABIA.

No. XLIII.

No. XLIII.

Literal Translation of the Turkish note delivered in by the Resident to the Pasha as the terms on which the reconciliation was to be effected, to the contents of which the Pasha signified his unqualified assent.

Article 1.

The Pasha must renounce all species of authority or command in any shape over the Resident, as such is neither warranted either by usage or the treaties.

Article 2.

The Pasha shall never, on any pretext whatever, interfere in any manner with the affairs and arrangement of the Resident respecting his establishment, his customs and rights, his beating drums, &c., &c., and there shall be, on no account, objections made to any of the Resident's orders, as such matters in no way concern the Pasha, nor come under his cognizance; particularly there shall be no objection made to the celebration of His Britannic Majesty's birth-day in the most public manner, with all the necessary ceremonies. In a word, there shall be no species of objection or interference in any of the Resident's states and ceremonies.

Article 3.

The Pasha shall never prohibit the customary interchange of visits between the great officers of the Turkish Government and the Resident.

Article 4.

The Resident has never, nor will ever, show the least disposition to any undue interference in the Pasha's affairs or government, and will show every readiness to comply with the Pasha's wishes, provided they do not interfere or are not contrary to any of the Articles of this Treaty, or the interests of the British Government; and so it is agreed for the benefit of both parties.

ARTICLE 5.

Whenever the Pasha shall have any business with the Resident, he shall make it known to him by one of his own confidential men of rank; also should the Resident ever have any important business, and demand confidential persons on the part of the Pasha to converse with, there shall be no objections made to it, and the person required shall be immediately sent; the benefits arising from this Article are clearly reciprocal.

ARTICLE 6.

There shall be no equivocation in any of these Articles. Should any doubts hereafter arise relative to any particulars contained in the Articles (especially Article 2), the explanation of it shall be in favour of the Resident.

No. XLIV.

DECREE of the PASHA of Bagdad in 1812 for preventing the desertion of sailors at Bussora.

It is declared that the sailors and those who work on board the cruizers and merchant ships of the British Government, sometimes by drunkenness or other offences, incur the displeasure of their captains, and become liable to just and necessary punishment and correction; and moreover, be it known that should the sailors or workmen aforesaid, in order to escape such chastisement, take refuge with, and expect protection from, either yourself or the head captain of Shutel Arab (vulgarly called the captain Pasha) you shall by no means afford them protection, but deliver them up to the Agent at Bussora of the esteemed Resident of the British Government at Bágdad, in which intention this order has been written, decreed, and transmitted. When this shall reach you by the power of the Most High, you will immediately regulate your conduct and act by the decree contained in it.

TURKISH ARABIA.

Nos. XLV & XLVI.

No. XLV.

Decree of the Pasha of Bagdad in 1812 for the restoration of natives of India brought to Bussora as slaves.

It is declared that, in consideration of the amicable relations subsisting between the sublime government of perpetual strength and internal stability (*i. e.*, the Porte) and the British Government, whose friendship it behoves us to cultivate, should the captain or crew of ships trading on the seas, whether belonging to Bussora or Muscat, steal and bring subjects of the aforesaid government in India, either males or females, natives of India, for sale at Bussora in the manner of negro male and female slaves, and the Agent of the esteemed Resident at Bagdad for the British Government established at Bussora prove that the aforesaid male and female slaves are not negroes, but natives of India, who have been kidnapped, they shall be taken from the hands of the thieves and despoilers and delivered up into his hands, and for carefully establishing this clear law in the government this order is written, decreed, and transmitted with the power of the Most High. When this shall reach you, you will immediately regulate your actions and conduct by the Articles contained in it.

No. XLVI.

Translate of a letter from His Highness the Pasha of Bagdad to the Political Agent at Bussora.

After Compliments.—The Dragoman of the English nation has arrived here, bearing a sealed despatch from the government and a letter from yourself containing the following demands :—

Article 1.

A compliance with all stipulations contained in the Imperial Treaties and regal firmans, ancient or recent.

Article 2.

The restitution of whatever was taken from Mr. Sturmey above the proper rate of customs, and of such property of Mr. Scoododa as was damaged or lost.

Article 3.

Whatever may be deemed to constitute the complete safety in every respect of the life, property, and honour of all agents or vakeels of the government, of their protected dependants and subjects, together with an attentive regard for their views, wishes, a due estimation and honouring of them, and an admission of their rights to grant asylum, and all other claims according to their ancient rights and customs; and that they may entertain as many servants as they see necessity for.

Article 4.

Should hereafter an agent, not an Englishman, be established at Bagdad, he shall unquestionably meet with every proper honour and consideration as it is due to his station.

Article 5.

Bills of Exchange shall not be taken from their shroffs by force; nor money from their dependants or protegés by compulsion, nor shall temporary or arbitrary taxes of any kind ever be levied on their landed or other property contrary to their due right and custom.

Article 6.

No tax, except one previously well defined and arranged, shall be levied on boats the property of British subjects and protegés; such, for instance, as pass between Bussora and Bagdad; nor shall their boats be seized for the public service; nor shall the property of merchants being British subjects or portegés arriving at Bagdad, otherwise than as is usual on the arrival of the same at Bussora, enter the custom house contrary to stipulation and covenant.

TURKISH ARABIA.

No XLVI.

Article 7.

Should British subjects and protegés lose any property in the town or on public roads, and by theft or plunder, every exertion shall promptly be made to recover the same.

Article 8.

Should any dependant of the government suffer from any of our subjects' offence or injury, the injured individual shall receive immediate satisfaction and reparation.

Article 9.

In commercial dealings goods having been bought shall not be returned except on legal and just plea; and commercial disputes shall be adjusted by an assembly of merchants according to mercantile usage.

Article 10.

Should British or Indian seaman desert, they shall not be forced to become converts to Islam, and in case of their willing conversion, they shall be subsequently delivered up to their duty in order to prevent any detriment to the interests of the ship.

Article 11.

A spot shall be assigned on lease to the Resident for a house and garden wherever he may point out.

Article 12.

The proven claims of British protegés to be enforced on whomsoever of our subjects it may be, without the smallest loss or injury to the claimants.

We have considered and fully comprehended these demands, in like manner also as we are convinced of the very great and faithful regard of His Imperial Highness for the English nation; with regard, therefore, to such part of them as are contained in those Imperial Treaties and royal

decrees which are in their hands, it has even been fulfilled to them hitherto, and we shall continue likewise to observe it in time to come, and this too, in due consideration of the fulness of that valued friendship and the abundance of ancient and lasting unanimity which has existed between the two States in ages past.

With respect, however, to the overplus of customs taken from Mr. Sturmey and the goods lost to Mr. Scoododa, we have made investigation and discovered that the circumstances occurred by chance and not from premeditation; we have consequently returned them to the Dragoman above mentioned, as we cannot consent to any conduct towards the British Government contrary to Treaty and covenant—our friendship for them being of ancient date—and also in compliance with the engagements of our predecessors up to the present date.

In conformity, therefore, with the firm and lasting alliance formed between the Imperial and British Governments with a view to confirm and secure the foundation of that faithful alliance and to strengthen the bonds of the immutable and important union set forth in the Imperial Treaties and royal edicts which are in their possession, and in conformity with ancient rule and former precedent, we have agreed to the observance of all the stipulations above mentioned, and have sealed this instrument as a proof of our consent, and delivered the same into the hands of the Dragoman aforesaid.

Be you therefore informed of this and consider it as fully efficient.

Seal of Daood Pasha.

TURKISH ARABIA.

No. XLVII.

No. XLVII.

TRANSLATION of a Boyoorooldi from His Highness HAJEE ALI REZA, Pasha of Bagdad, Aleppo, Diarbekir, and Mousul, to the Political Agent at Bussora, dated the 27th Rubee-oos-sanee A. H. 1247, or 2nd October A. D. 1831.

Official Sign.

To the spiritual leader of Islam, the Lieutenant (of the Qadhee of Constantinople) at Bussora, to His Excellency the Muftee Effendi of Bussora, whose piety and excellence be increased, to the Chief of the exalted Ministry and Government the Motusullim Aga, be his rank and station increased, and to the elders and men of weight of the Council and country, whose dignity be magnified. In reference to all affairs supervening at Bussora, and relating to the excellent Resident of England, the high and exalted Mr. Taylor, Balios Beg residing with our eternal government, and in observance of his rights and those of his agents, interpreters, and all his protegés and dependants, and of all the subjects of his government, and the merchants and ships arriving from Hindoostan, according to the stipulations and Treaties which have been arranged and ratified with our exalted State: as they have been held in times preceding, to which we adhere, and for which we even exceed the former regard out of a wish to protect their rights; so you also the Nayeb Effendi, and Muftee Effendi, and Motusullim Aga, and Ayan (inferior ministers) will in likewise deport yourselves towards, and protect the rights and regard the just claims of the dignified Mr. Taylor, Beg, his agents, interpreters, protegés, and dependants, and the subjects of the government arriving from Hindoostan, and their ships and merchants, and all others soever, conformably to what we have promulgated in this our Boyoorooldi, which you will on no account infringe: and thus be it known unto you.

No. XLVIII.

TRANSLATE of an Imperial Firman of protection for the English Steam Vessels destined to navigate the River Euphrates, dated 29th December 1834.

To their Excellencies the Viziers, Pashas of three tails, to the illustrious Miri Mirans, Pashas of two tails, to the learned Judges, to the Wainadas, Captains of Ports, and other Magistrates of places situated on both banks of the Euphrates, health.

On receiving the imperial command, you will know as follows:—The Ambassador Extraordinary and Plenipotentiary of Great Britain at Constantinople, Lord Ponsonby, one of the most illustrious personages among the Christian nations, has presented at our Sublime Porte an official note, by which he intimates that the British Government requires permission to cause to navigate by turns two steam boats on the river Euphrates, which flows at a small distance from the city of Bagdad, for the purposes of facilitating commerce.

We in consequence issued to our very illustrious governor of Bagdad and Bussora, Ali Reza Pasha, an order to furnish our Sublime Porte with information of the proposed navigation.

Although the answer of the Pasha had not arrived, the Ambassador made representations on this point, informing our Sublime Porte the British Government awaited our reply.

For this reason we have and do permit two steam boats to navigate the Euphrates by turns, and this navigation is to continue as long as, conformably to what has been represented to us, it may prove useful to the two powers, and no inconvenience result therefrom, and it is to this purpose that an official rule has been transmitted to the British Ambassador.

A firman couched in the same terms has been addressed to the Pasha of Bagdad and Bussora.

TURKISH ARABIA.

No. XLIX.

No. XLIX.

TRANSLATION of an Imperial Firman addressed to the VALEE of Bagdad, dated in the beginning of Suffer 1263, or end of January 1847, communicated the 23rd January 1847.

To the Valee of Bagdad,—Ordained (that) whereas, although special conventions have been entered into between the British Government and certain rulers in Africa for the purpose of preventing the exportation of black slaves from that country to (the ports of) America and to other places, certain merchant ships contrive to kidnap slaves from the African coasts, and continue to transport them to other places, owing to which the provisions of the aforesaid convention cannot be carried into execution; a request has been therefore lately made on the part of the British Government that the necessary measures should be adopted in this matter by my Sublime Porte with reference to those places; and whereas the inhuman and barbarous treatment adopted with regard to kidnapped slaves in the places to which they are transported is not like unto (that adopted towards) slaves coming to these places, and that the prevention thereof would be both just and commiserate: It is therefore my supreme and imperial will that the slave trade carried on on the aforesaid coast by the merchant vessels under my imperial flag be henceforward entirely prohibited, that any (vessels) acting in contravention to this prohibition and captured by the ships of my imperial fleet which by the grace of God are to be sent into those waters, or taken by the British ships of war cruizing in those parts and delivered up by them to the Authorities of my royal ports in the Gulf of Bussora, be taken possession of by my Sublime Porte, and that the captains thereof be punished; that those whom it may concern be peremptorily warned thereof, and that the utmost care and attention be paid to the full and perpetual observance of the present prohibition, and to the punishment of those acting in contravention thereto as aforesaid.

You, therefore, who are the Valee of aforenamed, will act conformably (hereto), and beware of transgressing (these orders).

TURKISH ARABIA.

No. XLIX.

TRANSLATION of a communication made by the PORTE to Her Majesty's EMBASSY.

A vizierial letter, dated the 10th September, (27th January 1847), has been addressed to the Valee of Bagdad as follows:—

An Imperial Firman just issued concerning the prohibition to the exportation of black slaves from Africa to America and other places is herewith transmitted to your Excellency, and it is the supreme command of His Majesty that you should be careful to enforce the orders contained in it.

Without entering into unnecessary details (on the subject) with your Excellency it is necessary to observe that, as the publication of this Imperial Firman will not be without its objections, you should keep it by you, and, without any reference whatever thereto, duly issue the orders contained in it to the Authorities of such places as may be requisite.

His Majesty has moreover ordered that towards next spring some vessels of the imperial fleet should be sent (God willing) to superintend the full execution of this interdiction, as well as to promote the welfare of those coasts as heretofore; and whereas it would be productive of loss to some of His Majesty's subjects ignorant in the beginning if the prohibition of the execution thereof were to be enforced contemporaneously with its promulgation: the publication of these orders are to be made by you on the receipt of this despatch. You will also make known that they are to be in full vigour four months after the date hereof, that is, after the 10th of Suffer (27th January 1847), and that the slaves which may be on board any merchant vessels under the Ottoman Flag, which shall have dared to act in contravention thereof, after the expiration of the aforesaid period, and which having escaped the vigilance of the Authorities on their passage may enter any of the Turkish ports, shall be taken possession of and detained.

You will also adopt suitable measures for sending back to the place from which they may have been kidnapped, the slaves arriving in any of His Majesty's ports.

TURKISH ARABIA.

No. XLIX.

COPIE OFFICIELLE d'une lettre addressée par le GRAND VIZIER an PASHA de Bagdad en date 6th Avril 1847.

TRADUCTION.

J'ai informe, V. Excellence par une dépêche que je vous ai écrite dernièrement relativement à la défense aux batimens sous pavillon Ottoman de faire le commerce des esclaves avec les côtes d'Afrique qu'en consequence des ordres prohibitifs qui out été donnès à cet effet, les batimens Ottomans qui après l'expiration du terme qui a été fixé aurons l'audace de contrevenir à ces ordres, et qui auront été arrétés pour cela, seront confisqués avec les esclaves qu'il y aura á bord, mais prévenir les mal-entendues et la confusion à cet égard, je veux donner sur cette question les éclaircissemens suivans.

Votre Excellence sait qu'il y a dans ces environs là des Gouvernements et des *Imams* indépendants, et cela étant, les châtimens dont il s'agit, ne peuvent pas être appliqués a leurs batimens. Il faudra donc se borner á l'égard de ces batimens á leur défendre de transporter et d'introduire des esclaves dans les ports de la S. P. qui sont dans le Golfe Persique et s'ils en viennent Votre Excellence aura seulement à les renvoyer et à les éloigner. Ainsi V. E. voudra bien donner aux autorités compétentes les ordres necessaires dans le sens au dessus expliqué.

20 *Rebi-al-Akhir* 1263.

TRANSLATION.—Instructions to NEJIB, Pasha of Bagdad, about the African Slaves.

As your Excellency well knows, I have stated in the despatch I wrote to you, in consequence of the firman issued for the purpose of prohibiting the transport of black slaves from Africa to America and other places, that it will be necessary to take measures for sending back conveniently to the places whence they had been kidnapped, those slaves who shall come to any port of the Ottoman Empire in vessels under the flag of the Sublime Porte.

But on thinking again on this matter, we found that this plan is not quite exempt from inconvenience, for it is not improbable that the slaves should fall, while on their way home, into the hands of people dealing in slaves, and experience again all sorts of misery.

Now the slaves who shall have been liberated from the hands of the merchants are naturally become thus free, and they may, of course, act as they like. Such of them, then, as will not return, but choose to remain, cannot be forced to go, and they must be allowed to stay where they please.

But humanity requires that measures should be taken to send safely to the place of their destination those who wish to return, and, therefore, it has been thought expedient, and the Sultan has given orders to that effect, that those among them who wish to return should be consigned to the British Authorities in those environs, put on board the British men of war, or on board other vessels which shall be assigned by the English, and sent away.

This matter has been talked of with the British embassy, and your Excellency will therefore talk about it with the British Consul at Bagdad, and send the analagous instructions to the competent Authorities; and as to those among the slaves that have been captured, who may wish to remain in this country, your Excellency will take care to furnish them with a Tezkéré, that they may not be molested by any body whatever after that.

No. L.

Protocol.

A la suite d'un échange de notes qui a en lieu entre l' Ambassade de Sa Majesté Britannique et le Ministre des Affaires Etrangères de Sa Majesté le Sultan, au sujet de la prolongation de la ligne Aérienne de Bagdad jusquá Bussora et Khanakain, dans le but de relier par deux lignes différentes les télégraphes Indiens au réseau télégraphique de l'Europe l' Ambassadeur de la Reine de la Grande Britain prés la

Translation.

Consequent upon the exchange of notes which has taken place between the Embassy of Her Britannic Majesty and the ministry of Foreign Affairs of His Majesty the Sultan on the subject of the extension of the line above ground from Bagdad to Bussora and to Khanakeen, with the object of connecting by two different lines the Indian telegraphs with the telegraphic network of Europe, the Ambassador of

TURKISH ARABIA.

No. L.

Sublime Porte et le Ministre des Affaires Etrangères du Sultan, en vue d'assurer la réalisation de ces entreprises, ont arrété l'arrangement suivant :—

ARTICLE 1.

Le Gouvernement Ottoman fera prolonger à ses frais :—

1. La ligne de Bagdad à Bussora.

2. Il construira une ligne Aérienne de Bagdad jusqu'a Khanakain, sur la frontiére Persane Ces deux lignes seront à deux fils, dont l'un sera destiné au service exclusif des messages directs.

ARTICLE 2.

Le Gouvernement Indien portera, de son côté à ses frais le câble sousmarin Indien, aboutissant à Bushire, soit à Bussora soit à un autre point quelconque de l'embouchure du Sehat-el-Arab, qui sera désigné plus tard, et qui sera relié à la ligne Aèrienne.

ARTICLE 3.

Le Gouvernement Indien fournira en outre au Gouvernement Ottoman tous les matériaux nécessaires, y

Her Britannic Majesty at the Sublime Porte and the Minister of Foreign Affairs of the Sultan, with a view to this, have decided on the following arrangement :—

ARTICLE 1.

The Ottoman Government will extend at its own expense—

1. The line above ground from Bagdad to Bussora.

2. It will construct a line above ground from Bagdad to Khanakeen on the Persian frontier. These two lines shall consist of two wires, of which the one shall be kept exclusively for direct messages.

ARTICLE 2.

The Indian Government, on its side, at its own cost, shall carry the Indian sub-marine cable, which joins at Bushire, either to Bussora or to some other point at the mouth of the Shat-el-Arab, which shall be designated later, and which shall be connected with the line above ground.

ARTICLE 3.

The Indian Government besides shall furnish to the Ottoman Government all the necessary materials,

compris les pôleaux en fer, pour la construction des deux lignes Aériennes ci-dessus indiquées.

Les deux Ingénieurs télégraphiques qui se trouvent déjà a Bagdad, ainsi que l'Inspecteur et les quatre Sous-officers de génie Britannique qui sont attendus prochainement dans cette ville, seront mis à la disposition des Autorités Ottomanes pour coöpérer à la construction de ces lignes.

including the poles of iron, for the construction of the two lines above ground before mentioned.

The two telegraphic Engineers, who are already at Bagdad, as also the Inspector and the four Sub-officers of the British Engineers who are soon expected to arrive in that city, shall be placed at the disposal of the Ottoman Authorities to co-operate in the construction of these lines.

ARTICLE 4.

Le Gouvernement Ottoman payera les matériaux ainsi fournis par le Gouvernement Indien, sur la recette des messages télégraphiques Indiens, qui traverseront la ligne de l'extrême frontière Europeénne de l' Empire Ottoman soit jusqu'a Bussora, soit jusqu'a Khanakain, d'après un arrangement spécial que les deux Gouvernements se réservent d'ètablir pour déterminer la mode et l'èpoque des versements du prix de ces matériaux.

La rétribution des Ingénieurs reste à la charge du Gouvernement Indien.

Les matériaux qui sont fournis par le Gouvernement Indien seront consignés à leur arrivée, entre les

ARTICLE 4.

The Ottoman Government shall pay for the materials thus furnished by the Indian Government with the money received for telegraphic messages from India, which shall traverse the line of the extreme European frontier of the Ottoman Empire, be it to Bussora or as far as Khanakeen, according to a special arrangement which the two governments reserve to themselves to establish, to determine the mode and the period of the payment of the price of these materials.

The salaries of the Engineers to be paid by the Indian Government.

The materials which shall be furnished by the Indian Government shall be consigned on their arrival

TURKISH ARABIA.

No. L.

mains des autorités Ottomanes contre leur reçu.

Article 5.

Les autorités Impériales recevront l'ordre de faire commencer immédiatement les travaux de la ligne de Bagdad à Bussora.

Article 6.

Le cable sousmarin qui doit se relier à la ligne Aérienne de Bagdad à Bussora devra être posé le plutôt possible, afin d'en assurer le fonctionnement simultané.

Article 7.

Aussitôt que cette ligne aura été achevée le Gouvernement Ottoman mettra la main à celle de Bagdad à Khanakain, pour laquelle le Gouvernement Indien s'engage à fournir également les matériaux et les Ingénieurs aux mêmes conditions qui ont été stipulées pour la ligne dè Bussora.

Article 8.

La Sublime Porte aura soin, selon la nécessité, d'employer pour le service de ces lignes des personnes possédants la langue Anglaise.

to the hands of the Ottoman Authorities, and a receipt given for them.

Article 5.

The Imperial Authorities shall immediately receive orders to begin the works upon the line from Bagdad to Bussora.

Article 6.

The sub-marine cable which is to meet the line above ground from Bagdad to Bussora shall be laid as soon as possible, in order to secure simultaneous operations.

Article 7.

As soon as this line shall have been completed, the Ottoman Government shall commence the line from Bagdad to Khanakeen, for which the Indian Government equally engages to furnish materials and Engineers on the same conditions as those which have been stipulated for the line from Bussora.

Article 8.

The Sublime Porte shall take care, if need be, to employ, for the working of these lines, persons acquainted with the English language.

ARTICLE 9.*

Toutes les dépêches à destination ou provenant des Indes seront partagées à portion égale entre la ligne projetée de Bagdad à Bussora d'une part, et celle de Khanakain d'autre part.

Pour éviter toute difficulté d'exécution, l'application du partage aura lieu de la manière suivante :—

Toutes les dépêches provenant des Indes devront passer par la ligne de Khanakain. Par contre toutes celles à destination des Indes traverseront la ligne de Bagdad à Bussora.

ARTICLE 9.*

All the despatches addressed to or coming from India shall be equally divided between the line from Bagdad to Bussora on the one hand and that of Khanakeen on the other.

To avoid all difficulty of execution, the application of this system of division shall be as follows :—

All despatches coming from India shall pass by the line from Khanakeen. On the other hand, all those for India shall be sent by the line from Bagdad to Bussora.

ARTICLE 10.

La stipulation de l'Article 9 sera en vigueur pendant dix ans, à l'expiration desquels il pourra être revisé moyennant une nouvelle entente entre les deux Gouvernements.

ARTICLE 10.

The stipulation of Article 9 shall remain in force for ten years, at the end of which it can be revised by means of a new understanding between the two governments.

ARTICLE 11.

Les deux Gouvernements se réservent d'arrêter et de conclure une Convention Télégraphique sur les basses de l'Acte de Bruxelles,

ARTICLE 11.

The two governments reserve to themselves the right to determine on and conclude a Telegraphic Convention on the basis of the Act

* On 9th December 1863 an additional Article was added to the Protocol, stipulating that, instead of dividing the traffic equally between the Bussora and Khanakeen lines, messages should be forwarded indifferently by either line, and that payment should be calculated on the mean between 375 and 89 miles, the distances between Bagdad and Bussora and Bagdad and Khanakeen respectively, so long as both lines are kept in efficient working order.

TURKISH ARABIA.

No. L.

qui constitue la Loi Internationale des Signes Electriques.

En foi de quoi, l' Ambassadeur de Sa Majesté Britannique et le Ministre des Affaires Etrangères de Sa Majesté Impériale le Sultan ont signés le present Protocole, en double expédition, et y ont apposé le sceau de leurs armes.

Fait à la Sublime Porte, le vingt du mois d'Octobre, de l'an mil huit cent soixante trois.

POUR SIR HENRY BULWER.

L. S.	E. M. ERSKINE.
L. S.	ALI.
L. S.	———
	ALI.

of Brussels, which constitutes the International Law of Lines of Electric Telegraphs.

In faith of which the Ambassador of Her Britannic Majesty and the Minister for Foreign Affairs of His Imperial Majesty the Sultan have signed the present Protocol in duplicate and have annexed their Seals.

Done at the Sublime Porte the 20th day of October 1863.

FOR SIR HENRY BULWER.

L. S.	E. M. ERSKINE.
L. S.	ALI.

PERSIAN GULF.

Selections from the Records of the Bombay Government, No. XXI. of new Series.

THOSE portions of the coasts of the Persian Gulf which are not occupied by tribes having treaty relations with the British Government are either under the dominion of Turkey or Persia. The Turkish suzerainty is acknowledged on the southern shore from the Shat-el-Arab to a point nearly opposite Demam, a small portion nearest the Shat-el-Arab being directly under the Pasha of Baghdad, and the rest being occupied by Arab Chiefs, who acknowledge dependence on the Turkish Government. The northern shore nearest the Shat-el-Arab is held by Arab Chiefs owing allegiance to Persia, and the coast eastward to a point nearly opposite to the western extremity of the Island of Kishm is governed directly by officers of the Shah of Persia.

MUSCAT.

Towards the end of the seventeenth century, the Muscat Arabs having driven the Persians from Oman, established their ascendancy in the Persian Gulf, and gained a footing in Zanzibar and several other parts on the African coast. The Persians regained their supremacy for a short time in the reign of Nadir Shah, but during the weakness and distractions in Persia which followed Nadir Shah's death, Ahmed bin Saeed, the Arab Governor of Sohar, drove the Persians out of Muscat and contemptuously rejected the claims of the Shah to tribute. He was elected Imam. He was succeeded in the government of Muscat by his second son, Syud Sultan, who usurped the rights of his elder brother. It was in 1798, during the rule of this Chief, that the first Treaty (No. LI.) with Muscat was negociated by Mehendi Ali Khan, the Company's Agent at Bushire, with a view to exclude from Muscat all prejudicial influence of the French with whom Syud Sultan was brought in contact through his trade with the Mauritius. When Sir John Malcolm visited Muscat on his first mission to Persia, he formed another engagement (No. LII.) with Syud Sultan, stipulating for the strict observance of the previous Treaty and for the residence of an English gentleman in an official capacity at Muscat.

PERSIAN GULF.

Muscat.

Syud Sultan was killed on 14th November 1803 in battle with his enemies the Uttoobees and Joasmees. The rights of his two young sons were disputed by their uncle Syud Ghes of Sohar, who aimed at usurping the government of Muscat. To oppose their uncle's pretensions the two youths put themselves in the hands of their cousin Syud Budr bin Halol, who called in the Wahabees, and with their help defeated Syud Ghes and recovered Bundur Abbass and Hormus, which had been seized by the Shaikh of Kishm. The weakness resulting from this disputed succession gave the Wahabees a footing in Muscat, which they have never wholly lost. This sect adopted strict and puritanical doctrines. They denied divine honours to Mahomed, abhorred and destroyed all holy tombs, abstained from the use of tobacco, and waged war against all Mahomedans who did not accept their peculiar views. Their doctrines spread with amazing rapidity. In 1800 they made their first appearance in Oman. They reduced all the sea coast of the Persian Gulf from Bussora to Debaye, released the Chiefs of Zaheera and Sohar from allegiance to Muscat, and forced Syud Sultan to beg for a three years' truce, which they broke soon after. They would probably have conquered all Oman if they had not been stopped by the assassination of their Chief.

The Wahabees reached the height of their power shortly after the accession of Syud Saeed, the second son of Syud Sultan, who succeeded Budr bin Halol in 1807. This Chief, to whom the religious title of Imam was not conceded by the Arabs, although he is generally so styled, ruled for fifty years, during which time he cultivated a close intercourse with the British Government. In 1808 the Imam, smarting under the insults of the Wahabees, whose agents were forcibly converting his subjects in his very capital, roused the Arab tribes in Oman to a combination against them. If Muscat had fallen under the Wahabees, the Imam would have been drawn into the general system of piracy which the Wahabees encouraged, and would have been converted from a friend into a dangerous enemy. The British Government, therefore, resolved to support him. An armament was accordingly sent towards the close of 1809, which destroyed the piratical boats at Ras-ool-Khyma, Linga, and Luft, and bombarded and took Shinas. No arrangements, however, were made permanently to secure the advantages then obtained. Piracy

was soon renewed, and another expedition had to be sent against the pirates in 1819, in which also the Imam co-operated. With these exceptions, till the year 1822, when a Treaty (No. LIII.) was concluded for the suppression of slavery, there is nothing requiring special notice in the intercourse between the British Government and Syud Saeed, who was chiefly occupied in wars with his rivals, the Joasmees, and in fruitless attempts to possess himself of the Island of Bahrein.

The Treaty of 1822 aimed at the suppression of the foreign slave trade with Christian nations only, and not of the trade with Mahomedan countries and within the Muscat dominions, except in cases of kidnapping; and the permission given under the Treaty to British cruizers to seize slave ships east of the line defined in the Treaty, applied to His Majesty's ships only, and not to vessels of the Indian Navy. In 1839, however, a Treaty of commerce (No. LIV.) was concluded with the Imam by Her Majesty's plenipotentiary at Muscat, by the fifteenth Article of which the Imam confirmed the Treaty of 1822 for the suppression of slave trade with Christian countries, and conceded power of search and seizure to vessels of the East India Company; and on 17th December of the same year he agreed with the Resident in the Persian Gulf to add three additional Articles (No. LV.) to the Treaty of 1822, authorizing the right of search and extending the boundary laid down in the Treaty of 1822 from Diu head to Passein, the eastern boundary of the Muscat possessions on the Mekran coast, so as to include the coasts of Kattywar, Kutch, Kurrachee, and upwards of four degrees westward in the limits within which his subjects were forbidden to engage in the slave trade. In the fourth Article of the Arabic version of the Treaty of 1822 no mention was made of the obligation of the Imam or his authorities to assist in the apprehension of British subjects engaged in the slave trade, although this obligation was distinctly specified in the English version. The Imam was urged to have the omission rectified by an addition to the Arabic text. He was, however, averse to any alteration being made in the Treaty; but in a separate letter, dated 18th August 1845, he bound himself, his heirs, and authorities to afford assistance, when required by persons authorized to demand it, in the apprehension of British subjects engaged in slave trade.

PERSIAN GULF.

Muscat.

In 1845 the Imam entered into a Treaty* (No. LVI.) prohibiting, from 1st January 1847, the export of slaves from his African dominions and their importation from any part of Africa into his dominions in Asia, and agreeing to use his influence with the Chiefs of Arabia, the Red Sea, and the Persian Gulf to put a stop to the slave trade. The Treaty, however, did not prohibit the transport of slaves from one port in his African possessions to another. In consenting to this Treaty the Imam requested that three additional Articles † might be added, prohibiting the search of his vessels in the limits within which the transport of slaves was allowed under the Treaty, and of his vessels coming from the Arabian and Red Seas to Africa, and stipulating that, if slaves were stolen from the Zanzibar territories, the Imam should not be held responsible. These Articles appear never to have been formally agreed to; but the Imam was informed, in the name of Her Majesty's Government, that British ships of war would search only such vessels under the flag of the Imam as might reasonably be suspected of being engaged in slave trade; that, therefore, the description of vessels mentioned in the Articles would not be searched unless there should be good ground for suspecting them to be so engaged; but, at all events,

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* An Act of Parliament, 11 and 12 Vic., Chap. 128, was passed to give effect to this Treaty. See Appendix.

† ADDITIONAL ARTICLES to the AGREEMENT concluded on the 2nd October 1845, corresponding to the 29th Ramzan 1261 Hegira, according to the wish of HIS HIGHNESS the IMAM of Muscat.

ARTICLE 1.

That no vessels belonging to His Highness Syud Saeed bin Sultan, the Imam of Muscat, or belonging to his subjects, be searched by English Men-of-War between the boundary of Lamoo to the north and Kitwar to the south, mentioned in the Treaty concluded on the 2nd October 1845, corresponding with the 29th Ramzan 1261.

ARTICLE 2.

It may perhaps be reported to them (the British Government) that an individual has stolen slaves from the territories of Syud Saeed, the Sultan of Muscat, which are in Africa; unless this be proved, His Highness Syud Saeed, the Sultan of Muscat, shall not be called to account for it.

ARTICLE 3.

It is known that the vessel belonging to His Highness the Sultan of Muscat and those belonging to his subjects coming from the Arabian and Red Seas do not bring slaves from those parts to the territories of the Sultan of Muscat which are in Africa; accordingly English Men-of-War shall not search nor trouble them.

that, if they should be searched and found not to be so engaged, that fact would be ascertained in a very short space of time, and they would not be prevented for more than a quarter or half an hour from continuing their voyage.

In consequence of some discussion regarding the right of the Imam to duty on goods transhipped in his ports, he issued Rules (No. LVII.) in 1846 for the levy of full duty of 5 per cent. on goods transhipped, but exempting from duty ships putting into his harbours from stress of weather and all stores of the British Government landed at his ports.

During the later years of his rule the affairs of Syud Saeed in his Asiatic dominions fell into much confusion, owing, in a considerable degree, to his prolonged residence at Zanzibar, which, in 1840, he made the permanent seat of his government, and the incapacity of the Agents whom he left at Muscat, and latterly of his son Syud Thowaynee. On more than one occasion his power was saved only by the intervention of the British Government. The Wahabees forced him in 1833 to pay them a tribute of 5,000 crowns a year, and to renew the obligation in 1845, raising the tribute to 20,000 crowns, 12,000 being for Muscat, and 8,000 for Sohar. About the same time also he got into trouble with Persia regarding his possessions on the Mekran coast. Besides his possessions on the Arabian and African coasts, the Imam holds the Islands of Hormus and Kishm in the Persian Gulf, and is acknowledged as feudal lord by the Arabs on the Mekran coast between Jask and Passein. He holds Bunder Abbass and its dependencies on rent from Persia. He also holds the ports of Gwadur and Charbar, his rights to which, according to tradition, were derived from the Khan of Khelat. In 1846 Hussein Khan, the Persian Governor of Fars, despatched a force against Bunder Abbas with the view of extorting a large sum of money from Sheikh Seif bin Subhan, the Imam's deputy and Governor. The Imam threatened to retaliate by destroying Bushire. It was not till a change of ministry took place on the death of Mahomed Shah that redress was granted to the Imam. In 1853 the Shah of Persia resumed possession of Bunder Abbass and its dependencies; but he restored them to the Imam in 1856 on much less advant-

PERSIAN GULF.

Muscat.

ageous terms* than formerly. The rent was raised from 6,000 to 16,000 Tomans a year, and the Islands of Hormus and Kishm, the Imam's hereditary possessions, were ceded to Persia.

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* TRANSLATED purport of an Order from HIS ROYAL HIGHNESS TAMASP MIRZA MOAYED-ED-DOWLAH, dated Shaban 1272 H., A. D. 1855.

By order and permission of the ministers of the exalted government of Persia and on the following conditions, we entrust the government of Bunder Abbas, the Islands of Kishm and Hormuz, and the districts of Ossein, Tazyan, Shemie, Minah, Khameer, and Biyahan, and all their dependencies that are all the very territories of the exalted government, to His Highness Syud Saeed Khan, the Imam of Muscat and Oman. His Highness should act according to these conditions and not avoid any of them :—

ARTICLE 1.

That the Chief of Bunder Abbas should be a dependent of the Persian government, and give a writing to that effect to the ministers of that government, and, like all other Chiefs in Fars, must obey the Governor General of Fars.

ARTICLE 2.

That His Highness should remit with a confidential man of his, in four instalments, the annual sum, as herein detailed, of sixteen thousand Tomans on account of the revenue, peshkush, and present for Bunder Abbas, getting a receipt for the same from the Governor General of Fars.

Total 16,000 Tomans ...	Revenue	12,500 Tomans.
	Peshkush for Prime Minister	2,000 ditto.
	Ditto for Governor General of Fars ...	1,000 ditto.
	Present for Shoja-el-Moolk	500 ditto.

ARTICLE 3.

That His Highness should cause the ditch that is now being dug around the fort of Bunder Abbas, to be filled in, and it should never be re-dug again.

ARTICLE 4.

That until twenty years the Imam of Muscat and his son will have the right of the government of Bunder Abbas, and after the expiration of twenty years, they will have to repair the place and make it over to the Persian government. Should the ministers of the exalted government then again wish to grant the government of Bunder Abbas to the Imam and his sons, they will, through friendship, do so under a new Firman and instructions, otherwise they can occupy the place and depute another Chief there.

ARTICLE 5.

That they should always fly the Persian flag at Bunder Abbas, and there will always be a few Persians there to take care of the flag. A Taskarachee also will be appointed and sent to remain permanently at Bunder Abbas. Every respect due to the Persian flag should be brought into effect. There will be a monthly courier sent to Bunder Abbas to

In 1854 the Imam ceded (No. LVIII.) to the British Crown the Kooria Mooria Islands on the south coast of Arabia. The islands are valuable only for the guano deposits which are found on them.

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take newspapers and to look after the flag and its attendants. On all festivals and on the anniversary of the Shah's birthday a salute should be fired. The usual morning and evening guns will also be fired.

ARTICLE 6.

The Chief of Bunder Abbas should in no respect annoy or oppress the subjects and inhabitants of that place who have for some years past served the Persian government, but on the contrary he must take great care of them.

ARTICLE 7.

The Chief of Bunder Abbas should not interfere with any other places than those that have been since the time of the late Fath Ali Shah and are at present under his authority.

ARTICLE 8.

Should at any time the Governor General of Fars or Governor of Laristan desire to go for recreation or sport to Bunder Abbas, the Chief, like other Chiefs, should pay the necessary respect of receiving and every due attention.

ARTICLE 9.

In the event of the Governor General of Fars or Governor of Kerman requiring, in certain emergent cases, to send troops to Cutch, Mekran, or Beloochistan, the Chief of Bunder Abbas, like those of other places, should not fail in attending to his wants, giving provisions and guides, paying the necessary respect on their departure, and doing all like services.

ARTICLE 10.

In case the Governor General of Fars finding any fault in the Chief of Bunder Abbas, the Imam immediately, on its being brought to his notice, should, without any excuse, discharge the Chief and depute another whom he may deem fit, and who would be obedient to the Governor General of Fars.

ARTICLE 11.

Should any of the subjects of Laristan, Sabaa, and other districts of Fars, or of any of the districts of Kerman, emigrate to Bunder Abbas, on notice being given by the Chief of such district, the Chief of Bunder Abbas should return them to their places.

ARTICLE 12.

These conditions have been made with the present living Imam Syud Saeed Khan and his sons. But should at any time an usurper get into possession of Muscat, the ministers of the Persian government will not be bound to any of these conditions.

ARTICLE 13.

As long as Bunder Abbas, the above-mentioned two Islands, Shernil, Minab, and their dependencies are in the hands of the Imam of Muscat, he should not allow any Officers of foreign governments to go there. He should also promise to protect those places by land and sea, providing for every port having an anchorage some ships, bughlas, and other

PERSIAN GULF.

Muscat.

Syud Saeed died in 1856. In 1844 he had intimated his desire to appoint his sons Syud Khalid and Syud Thowaynee as his successors in his African and Asiatic dominions respectively, and had appointed them his deputies. Syud Thowaynee accordingly succeeded to the government of Muscat on his father's death. In virtue of his succession to the Chiefship of Oman, he claimed also feudal supremacy over Zanzibar* and prepared to establish his claim by force of arms. The dispute was submitted to the arbitration of Lord Canning, who decided (No. LIX.) that Zanzibar should be independent of Muscat, but should pay an annual subsidy of 40,000 crowns.

In 1865 a Convention (No. LX.) was made with the Imam for the extension of the Electric Telegraph through his Dominions in Arabia and Mekran.

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vessels of war. He should further promise to protect all the boundaries of the abovementioned places from all interference and intrusion of strangers, whether in an amicable or hostile manner. He should not at any time allow any ship, bughla, or other vessels of war, or any hostile person armed or otherwise, Arab or foreign, to approach or get a footing at Bunder Abbas or the Persian territory with hostile intentions or other pretexes.

ARTICLE 14.

The Imam of Muscat, notwithstanding these conditions, has not the right of letting Bunder Abbas and the above said places to any foreigner or others. He can only himself hold them, appointing one of his relatives for the management thereof, who would act in accordance with these conditions.

ARTICLE 15.

It is reported by Persian merchants that formerly an Indian, the Contractor of Customs at Muscat, had deputed an Agent at Bunder Abbas, and there received the Muscat duty for goods sent from Bunder Abbas to India and other places, whereas no such rules exist in any country as charging the duty of one place, where the goods are not being sent, in another. As this proceeding is against rules and customs, the Imam should prevent the occurrence thereof hereafter, and should only levy such export and import duty as the late Sheikh Saif used to do, and no more.

ARTICLE 16.

The merchandize detained on the Island of Kishm should be brought to Bunder Abbas and distributed to their respective consigners there through Hajee Abd-el Mahomed, the Melek-el Toojjar of Bushire, and their receipts taken and sent to Tehran.

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* See below, Zanzibar.

Sohar.—The present ruling family of Muscat are, as has been already noted, descended from Ahmed bin Saeed, the Governor of Sohar, who, in 1730, expelled the Persians and became the first Imam of Muscat. Syud Ghes, of Sohar, who had attempted to supplant his nephew Syud Saeed in the government of Muscat, was killed in 1808, and his family were deprived of their patrimony. In 1830, however, his grandson Syud Hamood bin Azan, the cousin of Syud Saeed, taking advantage of the absence of the latter at Zanzibar, regained possession of Sohar and compelled the Imam to restore to him also other districts on payment of tribute. His popularity in Oman was great, and, but for the intervention of the British Government, he would have succeeded in dismembering the Muscat possessions. In 1839 a reconciliation was effected between Syud Saeed and Syud Hamood through the mediation of the Resident in the Persian Gulf, and an engagement (No. LXI.) was mediated between them, by which they engaged to abstain from aggressions on each other, and to admit free intercourse and trade between their respective possessions. The Imam also bound himself to support the Chief of Sohar when attacked by his enemies.

By this agreement the Chief of Sohar became independent. As the general engagements for the suppression of the slave trade in the Persian Gulf were concluded while the relations of Sohar to Muscat were still undefined, a formal agreement had not been concluded with Syud Hamood. But in 1848 he was invited to enter into the general arrangements, and accordingly a Treaty* (No. LXII.) similar to those concluded with the other maritime states for the suppression of the slave trade, was concluded, on 22nd May 1849, with his son Syud Saif, who was then in possession of the government. Syud Saif, who had usurped his father's authority, was soon afterwards put to death by him.

The Treaty concluded in 1839 between Muscat and Sohar contained no Article by which the British Government undertook to guarantee its conditions. But the very formal manner in which it was negotiated was considered to make it more than usually binding on both parties. Notwithstanding this, Syud Thowaynee, who governed Muscat during his

* An Act of Parliament, 16 and 17 Vic., Chap. 16, was passed to carry this Treaty into effect. See Appendix.

father's absence at Zanzibar, treacherously seized Syud Hamood at a friendly conference and laid seige to Sohar by land and sea. Failing in his attempts to take the fort, he returned to Muscat, carrying his prisoner with him. Syud Hamood died from the rigour of his confinement on 23rd April 1850. Syud Ghes, his brother, took up arms to avenge his death, and, with the help of the Joasmees, took Shinas and several other forts. The Imam, however, returning from Muscat, gained over the Joasmees to his side, and defeated Syud Ghes, from whom he took Sohar, leaving to him Roostak and Hebee, and assigning him a monthly stipend of 200 crowns.

On the death of Syud Saeed, his son Syud Toorkee, who had been placed in the government of Sohar, made several unsuccessful attempts to make himself independent of his elder brother Syud Thowaynee and to create a rebellion in Oman.

No. LI.

TRANSLATION of the COWLNAMAH, or written Engagement from the IMAM of Muscat.

L. S.

Deed of Agreement from the State of the Omanian asylum, under the approbation of the Imam, the Director, Syud Sultan, whose grandeur be eternal! to the high and potent English Company, whose greatness be perpetuated! as comprehended in the following articles:—

ARTICLE 1.

From the intervention of the Nawab Etmandi Adowla Mirza Mehedy Ally Khan Bahadoor Hurhmut Jung never shall there be any deviation from this Cowlnamah.

PERSIAN GULF.

No. LI.

Muscat.

ARTICLE 2.

From the recital of the said Nawab my heart has become disposed to an increase of the friendship with that State, and from this day forth the friend of that Sircar is the friend of this, and the friend of this Sircar is to be the friend of that; and, in like manner, the enemy of that Sircar is the enemy of this, and the enemy of this is to be the enemy of that.

ARTICLE 3.

Whereas frequent applications have been made, and are still making, by the French and Dutch people for a Factory, *i. e.,* to seat themselves in either at Muscat or Goombroon, or at the other ports of this Sircar, it is therefore written that, whilst warfare shall continue between the English Company and them, never shall, from respect to the Company's friendship, be given to them throughout all my territories a place to fix or seat themselves in, nor shall they get even ground to stand upon within this State.

ARTICLE 4.

As there is a person of the French nation, who has been for these several years in my service, and who hath now gone in command of one of my vessels to the Mauritius, I shall, immediately on his return, dismiss him from my service and expel him.

ARTICLE 5.

In the event of any French vessel coming to water at Muscat, she shall not be allowed to enter the cove into which the English vessels are admitted, but remain without; and in case of hostilities ensuing here between the French and English ships, the force of this State by land and by sea, and my people, shall take part in hostility with the English, but on the high seas I am not to interfere.

ARTICLE 6.

On the occurrence of any shipwreck of a vessel or vessels appertaining to the English, there shall certainly be aid and comfort afforded on the part of this government, nor shall the property be seized on.

PERSIAN GULF.

Nos. LI & LII.

Muscat.

ARTICLE 7.

In the port of Abassy (Goombroon) whenever the English shall be disposed to establish a Factory, I have no objection to their fortifying the same and mounting guns thereon, as many as they list, and to forty or fifty English gentlemen residing there, with seven or eight hundred English Sepoys, and for the rest, the rate of duties on goods on buying and selling will be on the same footing as at Bussora and Abushehr.

Dated 1*st of Jemmadee-ul-Awul* 1213, *Hegira, or* 12*th of October* 1798.

L. S.

No. LII.

L. S.

AN AGREEMENT entered into by the Imam of the State of Oman with CAPTAIN JOHN MALCOLM BAHADOOR, Envoy from the Right Honourable the Governor General, dated the 21st of Shaban 1213 Hegira, or 18th January 1800.

ARTICLE 1.

The Cowlnamah entered into by the Imam of Oman with Mehedy Ally Khan Bahadoor remains fixed and in full force.

ARTICLE 2.

As improper reports of a tendency to interrupt the existing harmony and create misunderstanding between the States have gone abroad, and have been communicated to the Right Honourable the Governor General, the Earl of Mornington, K. P.; with a view to prevent such evils in future, we, actuated by sentiments of reciprocal friendship, agree that

an English gentleman of respectability, on the part of the Honourable Company, shall always reside at the port of Muscat, and be an Agent through whom all intercourse between the States shall be conducted, in order that the actions of each government may be fairly and justly stated, and that no opportunity may be offered to designing men, who are ever eager to promote dissensions, and that the friendship of the two States may remain unshook till the end of time, and till the sun and moon have finished their revolving career.

L. S.

Sealed in my presence.

(Signed) JOHN MALCOLM,
Envoy.

Approved by the Governor General in Council on 26th April 1800.

No. LIII.

TRANSLATION.

In the name of the Most High God!

Particulars of the requisitions which were made by Captain Moresby, Commander of the Ship "Meáni," who arrived at the port of Muscat on the 9th of the sacred (month of) Zilhujjah 1237 (27th August 1822) from the Island of Mauritius, on the part of the Governor Sir Robert Farquhar Bahadoor.

In the name of the Most High God!

Answers to the requisitions which were made by Captain Morseby on the part of the Governor Sir Robert Farquhar Bahadoor, may his glory be eternal! which (requisitions) are mentioned on the back of this paper.

ARTICLE 1.

That you (the Imam) instruct all the Officers in your dominions to prevent the subjects from selling slaves to Christians of all nations.

ARTICLE 1.

That we did write last season to all our Officers to prohibit the sale of slaves to all the Christian nations, and we will send further instructions to them on the subject.

PERSIAN GULF.

No. LIII.

Muscat.

ARTICLE 2.

That you do issue orders to all your Officers, who are on your part throughout your dominions, as well in Zanzibar as in other places, to the effect that if they discover persons on board any Arab vessel buying slaves for the purpose of taking them to Christian countries, they (the Officers) should seize such vessel with all that she may contain, and should send to you the Nakhoda (*i. e.*, the Commander) and the crew in order that you may punish them.

ARTICLE 2.

That we will send orders to all our Officers who are employed throughout our dominions to the effect that if they find any Arab vessel buying slaves for the purpose of taking them to Christian countries, they must seize the vessel and inflict punishment on persons connected with her, even if they be bound for the Island of Madagascar.

ARTICLE 3.

That it shall be obligatory on the crew of every vessel that shall clandestinely convey slaves to Christian countries to give, on their return to an Arab port, information to the Governor of that port in order that he may punish the Commander, and that if they fail to give the information, all shall suffer punishment.

ARTICLE 3.

That we will instruct our Officers and notify throughout our dominions that the crew of a vessel conveying slaves for sale to Christian countries are required, on their return to an Arab port, to give information to the Governor of the port in order that he may punish the Commander, but that if they conceal (the fact), all shall suffer punishment.

ARTICLE 4.

That your Highness give us a written order on your part to the Governor of Zanzibar and your other Governors in that quarter to the effect that they do allow a person to be stationed on our part in

ARTICLE 4.

That a written order which you wish to have, permitting the stationing of a person on your part in Zanzibar and the neighbouring parts for the purpose of obtaining intelligence of the sale of slaves

any place in those countries which we shall see fit, and that they do allow us a place for residence in order that we may obtain intelligence of any vessel that may convey slaves to Christian countries.

ARTICLE 5.

That you give us a written permission that if we find any vessel laden with slaves for sale, carrying them to Christian countries, after four months from the date of such written permission, we may seize her.

ARTICLE 6.

That you do write to all your Governors that on the sailing of every vessel they shall write out a pass for her, stating clearly what port she is leaving and what she is bound to, in order that if our ships should meet a vessel having no pass, but having on board slaves for sale and proceeding in the direction of the Christian countries, they (the British ships) may seize her; such a vessel, if found within the line of the Island of Madagascar and the neighbourhood of Zanzibar and Lamoo, to be carried into Muscat for punishment by you; but if found sailing beyond the Island of Madagascar and in the sea of Mauritius, to be seized by themselves (British ves-

to Christian nations, has been granted, and will reach through the hands of the respected Captain Moresby. May his dignity endure for ever!

ARTICLE 5.

That a written permission which you wish to have, permitting you, after four months, to seize vessels conveying slaves for sale to Christian countries, will reach through the hands of the said Captain.

ARTICLE 6.

That we will write to our Governors regarding the granting of a pass to every vessel proceeding on a voyage, specifying therein the port she sails from and the port she is bound to, and you may seize every vessel you may fall in with beyond the Island of Madagascar and in the sea of Mauritius after four months from the date of the written permission alluded to in the fifth requisition; and if any vessel be found on this side, the matter should come to us, provided she do not possess a pass from the Governor of the port of departure.

PERSIAN GULF.

No. LIII.

Muscat.

sels), and this (to take place) after four months from the date of the written permission.

Here end the answers to the six requisitions, and they have been written by the most humble Abdul Káhir bin Syud Mahomed Ali Majid by order of his master, who commands his obedience, Syud Saeed bin Syud Sultan bin Imam Ahmed bin Saeed Al Boo Saeedee.

Written on the 17th of the sacred (month of) Zilhujjah 1237 one thousand two hundred and thirty-seven of the Hegira, (4th September 1822).

This is signed by the humble Saeed bin Sultan with his own hand.

Saeed bin Sultan bin Ahmed.

PERSIAN GULF.

No. LIII.

Muscat.

TRANSLATION.

In the name of the Most High God!

Particulars of an additional requisition made by Captain Moresby for the suppression (of the sale of) slaves carried on board vessels to Christian countries.

It is necessary to define the line beyond which we may seize Arab vessels carrying slaves to Christian countries after four months from the date of the written permission mentioned in the fifth requisition. Let it be understood that all vessels on board of which there may be slaves for sale, and which may be found by our ships beyond a straight line drawn from the Cape Delkada and passing six zains (*i. e.*, sixty miles) from Socotra on to Dieu, shall be seized by our ships, but that vessels found beyond the said line driven by stress of weather or by any other unavoidable circumstance shall not be seized.

In the name of the Most High God!

Answer to the additional requisition made by Captain Moresby for the suppression (of the sale of) slaves carried to Christian countries.

I permit the Captains of ships belonging to the English government to seize all Arab vessels carrying slaves to Christian countries which may be found beyond a straight line drawn from the Cape Delkada and passing sixty miles from Socotra on to Dieu* after the date of the written permission mentioned in the fifth requisition, but not to seize vessels found beyond the line which may have been driven by stress of weather or any other unavoidable circumstance.

Written by Abdul Kahir bin Syud Mahomed bin Syud Majid by order of his master, who commands his obedience, Saeed bin Syud Sultan Imam Ahmed bin Saeed Al Boo Saeedee.

Written on the 22nd Zilhujjah 1237, 9*th September* 1822.

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* Here is omitted four months.

PERSIAN GULF.

Nos. LIII & LIV.

Muscat.

TRANSLATION of the annexed letter, dated 18th August 1845, from His Highness the Imam of Muscat to CAPTAIN HAMERTON, relative to the fourth Article of the Treaty concluded on the 10th September 1822 by CAPTAIN MORESBY with His Highness the Imam of Muscat.

AFTER COMPLIMENTS.—Your excellent letter has reached, and your friend understood its contents; you mention that you have received a letter from the mighty government, containing orders to you to bring to our notice that, in the fourth Article of the Treaty we concluded with Captain Moresby in the year 1822, it is mentioned in the English version that it is incumbent on us, and our heirs and Governors, to assist in apprehending English subjects engaged in the slave trade, but that such is not mentioned in the Arabic version of the Treaty, and my friend (you) considering it not necessary to alter the Treaty, nevertheless we consider it incumbent on us, our heirs and Governors, that we should assist to apprehend English subjects who may be engaged in the slave trade. Therefore whoever may be accredited from the government, and require assistance from us, shall receive it accordingly. Whatever you may require let us know, and peace be on you.

Dated 4*th Shaban* 1241, 18*th August* 1845.

No. LIV.

TREATY of Commerce between HER MAJESTY the QUEEN of the United Kingdom of Great Britain and Ireland and His Highness SULTAN SEID SAEED BIN SULTAN, Imam of Muscat.

PREAMBLE.—Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Highness the Sultan of Muscat and its dependencies, being desirous to confirm and strengthen the good understanding which now subsists between them, and to promote by means of a convention the commercial intercourse between their respective subjects; and His Highness the Sultan of Muscat being, moreover, desirous to record in a more formal manner the engagements entered into by His Highness on the 10th of September 1822, for the perpetual abolition of the slave trade between the dominions of His Highness

and all Christian nations, they have accordingly appointed as the Plenipotentiaries, that is to say, Robert Cogan, Esq., a Captain in the Naval Service of the East India Company, on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, &c., &c., and Hasin bin Ebrehim, and Ali bin Naser on behalf of His Highness the Sultan of Muscat, &c., &c., who having communicated their full powers found to be in due and proper form, have agreed upon and conclude the following Articles :—

Article 1.

The subjects of His Highness the Sultan of Muscat shall be at liberty to enter, reside in, trade with and pass with their merchandize through all parts of Her Britannic Majesty's dominions in Europe and in Asia, and shall enjoy in those dominions all the privileges and advantages, with respect to commerce or otherwise, which are or may be accorded therein to the subjects or citizens of the most favored nations; and the subjects of Her Britannic Majesty shall, in like manner, have full liberty to enter, reside in, trade with and pass with their merchandize through all parts of the dominions of His Highness the Sultan of Muscat, and shall in those dominions enjoy all the privileges and advantages, with respect to commerce or otherwise, which are or may be accorded therein to the subjects or citizens of the most favored nation.

Article 2.

British subjects shall be at liberty to purchase, sell, or hire land or houses in the dominions of His Highness the Sultan of Muscat.

The houses, ware-houses, or other premises of British subjects, or of persons actually in the service of British subjects in the dominions of His Highness the Sultan of Muscat, shall not be forcibly entered, nor on any pretext searched without the consent of the occupier, unless with the cognizance of the Consul or British Resident Agent. But such Consul or Resident Agent, on just cause being adduced by the authorities of His Highness the Sultan of Muscat, shall send a competent person, who, in concert with the Officers of His Highness the Sultan of Muscat, shall conduct the search, and shall prevent the use of unnecessary violence or of improper resistance.

PERSIAN GULF.

No. LIV.

Muscat.

ARTICLE 3.

The two high contracting parties acknowledge reciprocally to each other the right of appointing Consuls to reside in each other's dominions wherever the interests of commerce may require the presence of such Officers, and such Consuls shall at all times be placed in the country in which they reside on the footing of the Consuls of the most favored nations. Each of the high contracting parties further agrees to permit his own subjects to be appointed to consular offices by the other contracting party, provided always that the persons so appointed shall not begin to act without the previous approbation of the sovereign whose subjects they may be.

The public functionaries of either government residing in the dominions of the other shall enjoy the same privileges, immunities, and exemptions which are enjoyed within the same dominions by similar public functionaries of other countries.

ARTICLE 4.

Subjects of the dominions of His Highness the Sultan of Muscat, actually in the service of British subjects in those dominions, shall enjoy the same protection which is granted to British subjects themselves, but if such subjects of the dominions of His Highness the Sultan of Muscat shall be convicted of any crime or infraction of the law requiring punishment, they shall be discharged by the British subject in whose service they may be, and shall be delivered over to the authorities of His Highness the Sultan of Muscat.

ARTICLE 5.

The authorities of His Highness the Sultan of Muscat shall not interfere in disputes between British subjects or between British subjects and the subjects or citizens of other Christian nations. When differences arise between a subject of the dominions of His Highness the Sultan of Muscat and a British subject, if the former is the complainant, the cause shall be heard by the British Consul or Resident Agent, who shall administer justice thereupon. But if the British subject is the complainant against any of the subjects of His Highness the Sultan of Muscat, or the subjects of any other Mahomedan power, then the cause shall be

decided by the highest authority of His Highness the Sultan of Muscat, or by persons nominated by him, but in such case the cause shall not be proceeded in except in the presence of the British Consul or Resident Agent, or of some person deputed by one or other of them, who shall attend at the Court House, or where such matter shall be tried. In causes between a British subject and a native of the dominions of His Highness the Sultan of Muscat, whether tried before the British Consul or Resident Agent, or before the above-mentioned authority of His Highness the Sultan of Muscat, the evidence of a man proved to have given false testimony on a former occasion shall not be received.

Article 6.

The property of a British subject who may die in the dominions of His Highness the Sultan of Muscat, or of a subject of His Highness the Sultan of Muscat who may die in the British dominions, shall be delivered over to their heirs, or executors, or administrators of the deceased, or to the respective Consul or Resident Agent of the contracting parties, in default of such heirs, or executors, or administrators.

Article 7.

If a British subject shall become bankrupt in the dominions of His Highness the Sultan of Muscat, the British Consul or Resident Agent shall take possession of all the property of such bankrupt, and shall give it up to his creditors to be divided among them. This having been done, the bankrupt shall be entitled to full discharge of his creditors, and he shall not at any time afterwards be required to make up his deficiency, nor shall any property he may afterwards acquire be considered liable for that purpose. But the British Consul or Resident Agent shall use his endeavors to obtain, for the benefit of the creditors, any property of the bankrupt in another country, and to ascertain that every thing possessed by the bankrupt at the time when he became insolvent has been given up without reserve.

Article 8.

If a subject of His Highness the Sultan of Muscat should resist or evade payment of his just debts to a British subject, the authorities

of His Highness shall afford to the British subject every aid and facility in recovering the amount due, and in like manner the British Consul or Resident Agent shall afford every aid and facility to subjects of His Highness the Sultan of Muscat in recovering debts justly due to them from a British subject.

ARTICLE 9.

No duty exceeding 5 per cent. shall be levied at the place of entry in the dominions of His Highness the Sultan of Muscat on any goods, the growth, produce, or manufacture of the dominions of Her Britannic Majesty imported by British vessels, and this duty shall be deemed to be a full payment of all import and export and tonnage duties of license to trade, of pilotage and anchorage, and of any other charge by government whatever upon the vessels or upon the goods so imported or exported. Nor shall any charge be made on that part of the cargo which may remain on board unsold; and no additional or higher duty shall be levied upon these goods when afterwards transported from one place to another in the dominions of His Highness; but the above-mentioned duty having once been paid, the goods may be sold by wholesale or retail without any further duty. No charge whatever shall be made on British vessels which may enter the ports of His Highness for the purpose of refitting or for refreshments, or to enquire about the state of the market.

ARTICLE 10.

No articles whatever shall be prohibited from being imported into or exported from the territories of His Highness the Sultan of Muscat, but the trade between the dominions of Her Britannic Majesty and those of His Highness the Sultan of Muscat shall be perfectly free, subject to the above-mentioned duty upon goods imported, and to no other; and His Highness the Sultan of Muscat hereby engages not to permit the establishment of any monopoly or exclusive privilege of sale within his dominions except in the articles of ivory and gum copal on that part of the east coast of Africa from the Port of Tangate situated in about five and a half degrees of south latitude to the Port of Quila lying in about seven degrees south of the equator, both ports inclusive; but in all other ports and places in His Highness's dominions there shall be no

monopoly whatever, but the subjects of Her Britannic Majesty shall be at liberty to buy and sell with perfect freedom from whomsoever and to whomsoever they chose, subject to no other duty by government than that before mentioned.

ARTICLE 11.

If any disputes should arise in the dominions of His Highness the Sultan of Muscat as to the value of goods which shall be imported by British Merchants and on which the duty of 5 per cent. is to be levied, the Custom Master, or other authorized Officer acting on the part of government of His Highness the Sultan of Muscat, shall be entitled to demand one-twentieth part of the goods in lieu of the payment of 5 per cent., and the Merchant shall be bound to surrender the twentieth part so demanded whenever, from the nature of the articles, it may be practicable to do so; but the Merchant having done so, shall be subject to no further demand on account of customs on the other nineteen-twentieths of those goods in any part of the dominions of His Highness the Sultan of Muscat to which he may transport them. But if the Custom Master should object to levy the duty in the manner aforesaid by taking one-twentieth part of the goods, or if the goods should not admit of being so divided, then the point in dispute shall be referred to two competent persons, one chosen by the Custom Master and the other by the importer, and a valuation of the goods shall be made, and if the referees shall differ in opinion, they shall appoint an arbitrator, whose decision shall be final, and the duty shall be levied according to the value thus established.

ARTICLE 12.

It shall not be lawful for any British Merchant to expose his goods for sale for the space of three days after the arrival of such goods, unless, before the expiration of such three days, the importer and Custom Master shall have agreed as to the value of such goods. If the Custom Master shall not within three days have accepted one of the two modes proposed for ascertaining the value of the goods, the authorities of His Highness the Sultan of Muscat, on application being made to them to that effect, shall compel the Custom Master to choose one of the two modes by which the amount of the customs to be levied is to be determined.

PERSIAN GULF.

No. LIV.

Article 13.

If it shall happen that either the Queen of England or His Highness the Sultan of Muscat should be at war with another country, the subjects of Her Britannic Majesty and the subjects of His Highness the Sultan of Muscat shall nevertheless be allowed to pass such country through the dominions of either power with merchandize of every description except warlike stores, but they shall not be allowed to enter any port or place actually blockaded or besieged.

Article 14.

Should a vessel under the British flag enter a port in the dominions of His Highness the Sultan of Muscat in distress, the local authorities at such port shall afford all necessary aid to enable the vessel to refit and to prosecute her voyage, and if any such vessel should be wrecked on the coast of the dominions of His Highness the Sultan of Muscat, the authorities of His Highness shall give all the assistance in their power to recover and to deliver over to the owners all the property that can be saved from such vessel. The same assistance and protection shall be afforded to vessels of the dominions of His Highness the Sultan of Muscat, and property saved therefrom under similar circumstances in the ports and on the coasts of the British dominions.

Article 15.

His Highness the Sultan of Muscat hereby renews and confirms the engagements entered into by His Highness with Great Britain on the 10th of September 1822 for the entire suppression of slave trade between his dominions and all Christian countries; and His Highness further engages that the ships and vessels of war belonging to the East India Company shall be allowed to give full force and effect to the stipulations of the said Treaty, agreeably with the conditions prescribed therein, and in the same manner as the ships and vessels of Her Britannic Majesty.

Article 16.

It is further acknowledged and declared by the high contracting parties that nothing in this Convention is intended in any way to inter-

fere with, or rescind any of the rights or privileges now enjoyed by the subjects of His Highness the Sultan of Muscat in respect to commerce and navigation within the limits of the East India Company's Charter.

ARTICLE 17.

The present Convention shall be ratified, and the ratifications thereof shall be exchanged at Muscat or Zanzibar as soon as possible, and, in any case, within the space of fifteen months from the date hereof.

Done on the Island and at the Town of Zanzibar this thirty-first day of May in the year of Christ eighteen hundred and thirty-nine, corresponding with the seventeenth of the month Rubbee-ul-Awul of the Ul Hegira twelve hundred and fifty-five.

FORM of DECLARATION made on the part of the BRITISH GOVERNMENT previous to exchange of the ratifications.

The undersigned Samuel Hennell, Esq., a Captain in the Military Service of the East India Company, and Resident in the Persian Gulf, appointed on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland to exchange Her Majesty's ratification of the Treaty of Commerce concluded at Zanzibar, on the 31st May 1839, by Robert Cogan, Esq., a Captain in the Naval Service of the East India Company on the part of Her said Majesty, and by Hassan bin Ebrehim, and Mahabat Ali bin Nasir, on the part of His Highness the Sultan of Muscat, against the ratification of the same Treaty by His Highness the Sultan of Muscat, is commanded by the Queen, in order to avoid any possible misunderstanding as to the meaning of the words contained in the ninth Article of the said Treaty, "any other charge by government whatever," to declare to Syud Mahomed Ibin Syud Shurruf, appointed by His Highness the Sultan of Muscat, to exchange His Highness's ratification, that the aforesaid words are by Her Majesty taken and understood to mean "any other charge whatever made by the government, or by any local authority of the government."

Muscat, this twenty-second day of July 1840.

| L. S. | (Signed) S. HENNELL. |

PERSIAN GULF.

No. LIV.

Muscat.

FORM of DECLARATION made on the part of the MUSCAT GOVERNMENT previous to exchange of the ratifications.

The undersigned Syed Mahomed Ibin Syud Shurruf, appointed by His Highness the Sultan of Muscat to exchange His Highness's ratification of the Treaty of Commerce concluded at Zanzibar, on the 31st May 1839, by Robert Cogan, Esq., a Captain of the Naval Service of the East India Company on the part of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and by Hassan bin Ebrehim, and Mahabat Ali bin Nasir, on the part of His Highness the Sultan of Muscat, against the ratification of the same Treaty by Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, having received from Samuel Hennell, Esq., a Captain in the Military Service of the East India Company, and Resident in the Persian Gulf, appointed to act in this matter on behalf of Her said Majesty, a declaration stating that, in order to avoid any possible misunderstanding as to the meaning of the words "any other charge by government whatever," contained in the ninth Article of the said Treaty, the aforesaid words are by Her Majesty taken and understood to mean "any other charge whatever made by the government, or by any local authority of the government," the undersigned Syud Mahomed Ibin Syud Shurruf, being duly authorised by His Highness the Sultan of Muscat, hereby accepts and adopts the said declaration in the name and on the behalf of His Highness the Sultan of Muscat.

Muscat, this twenty-second day of July 1840.

L. S. (Signed) SYUD MAHOMED IBIN SYUD SHURRUF.

FORM of CERTIFICATE signed on the exchange of the ratifications.

The undersigned having met together for the purpose of exchanging the ratifications of a Treaty of Commerce between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and His Highness the Sultan of Muscat, concluded and signed at Zanzibar on the 31st day of May 1839, and the respective ratifications of the said instrument having been carefully perused, the said exchange took place this day in the usual form.

In witness whereof they have signed the present Certificate of exchange and have affixed thereto their respective Seals.

Done at Muscat, the twenty-second day of July 1840.

L. S. (Signed) S. HENNELL.

L. S. „ SYUD MAHOMED IBIN SYUD SHURRUF.

TRANSLATION of the ratification of HIS HIGHNESS the IMAM of Muscat to the Treaty of Commerce.

We having duly considered the Treaty above drawn out have approved, accepted, and confirmed the several Articles and Clauses therein set forth, and by this document do hereby approve, accept, and confirm the same for ourselves, our heirs and successors. Accordingly we do by our word promise and engage sincerely and faithfully to perform all and every thing set forth and contained in the aforesaid Treaty, and further that to the utmost of our power we will allow no one to violate and infringe this engagement in any way whatsoever. In witness whereof we have directed our seal to be affixed to this document, which we have signed with our own hand in this our Port of Muscat this 22nd day of Jemmadee-ul-Awul A. H. 1256, according to 22nd July 1840 of the Christian era.

L. S. (Signed) SYUD SAEED.

PERSIAN GULF.

No. LV.

Muscat.

No. LV.

TRANSLATION of additional Articles regarding the suppression of the foreign slave trade, entered into by HIS HIGHNESS SAEED SYUD BIN SULTAN, the Imam of Muscat.

I agree that the following Articles be added to the above Treaty concluded by Captain Moresby on the aforesaid date :—

ARTICLE 1.

That the government cruizers, whenever they may meet any vessel belonging to my subjects beyond a direct line drawn from Cape Delgado, passing two degrees seaward of the Island of Socotra and ending at Pussein, and shall suspect that such vessel is engaged in the slave trade, the said cruizers are permitted to detain and search it.

ARTICLE 2.

Should it on examination be found that any vessel belonging to my subjects is carrying slaves, whether men, women, or children, for sale beyond the aforesaid line, then the government cruizers shall seize and confiscate such vessel and her cargo. But if the said vessel shall pass beyond the aforesaid line owing to stress of weather, or other case of necessity not under control, then she shall not be seized.

ARTICLE 3.

As the selling of males and females, whether grown up or young, who are "Hoor" or free, is contrary to the Mahomedan religion, and whereas the Soomalees are included in the Hoor or free, I do hereby agree that the sale of males and females, whether young or old, of the Soomalee tribe, shall be considered as piracy, and that four months from this date, all those of my people convicted of being concerned in such an act shall be punished as pirates.

Dated 10*th Showal* 1255 A. H., *corresponding to the* 17*th December* A. D. 1839.

Seal of SYUD BIN SULTAN.

No. LVI.

Agreement between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and His Highness Syud Saeed bin Sultan, "the Sultan of Muscat," for the termination of the export of slaves from the African Dominions of His Highness the Sultan of Muscat.

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland being earnestly desirous that the export of slaves from the African dominions of His Highness the Sultan of Muscat should cease, and His Highness the Sultan of Muscat, in deference to the wishes of Her Majesty and of the British nation, and in furtherance of the dictates of humanity which have heretofore induced him to enter into engagement with Great Britain to restrict the export of slaves from his dominions, being willing to put an end to that trade, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and His Highness the Sultan of Muscat having resolved to record with due form and solemnity this further restriction of the export of slaves, and Her Majesty having given due authority to Captain Hamerton, Her Representative at the Court of the Sultan of Muscat, to conclude an agreement with His Highness, accordingly His Highness Saeed Syud bin Sultan, for himself, his heirs and successors, and Captain Hamerton, on behalf of the Queen of the United Kingdom of Great Britain and Ireland, her heirs and successors, have agreed upon and concluded the following Articles:—

Article 1.

His Highness the Sultan of Muscat here engages to prohibit, under the severest penalties, the export of slaves from his African dominions, and to issue orders to his Officers to prevent and suppress such trade.

Article 2.

His Highness the Sultan of Muscat further engages to prohibit, under the severest penalties, the importation of slaves from any part of Africa into his possessions in Asia, and to use his utmost influence with all the Chiefs of Arabia, the Red Sea, and the Persian Gulf, in like manner, to prevent the introduction of slaves from Africa into their respective territories.

PERSIAN GULF.

No. LVI.

Muscat.

ARTICLE 3.

His Highness the Sultan of Muscat grants to the ships of Her Majesty's Navy, as well as to those of the East India Company, permission to seize and confiscate any vessels, the property of His Highness or of his subjects, carrying on slave trade, excepting only such as are engaged in the transport of slaves from one port to another of his own dominions in Africa between the port of Lamoo to the north and its dependencies, the northern limit of which is the north point of Kuyhoor Island in 1° 57′ (one degree and fifty-seven minutes) South Latitude, and the port of Kulwa to the south and its dependencies, the southern limit of which is the Songa Manora or Pagoda Point in 9° 2′ (nine degrees and two minutes) South Latitude, including the Islands of Zanzibar, Pemba, and Monfea.

ARTICLE 4.

This agreement to commence and have effect from the (1st) first day of January 1847, (one thousand eight hundred and forty-seven) of the year of Christ, and the 15th day of the month of Mahaneerun 1263, (twelve hundred and sixty-three) of the Hegira.

Done at Zanzibar this 2nd (second) day of October 1845, *(one thousand eight hundred and forty-five) of the year of Christ, and* 29*th day of Ramzan* 1261 *(twelve hundred and sixty-one) of the Hegira.*

(Signed) ATKINS HAMERTON,
Captain.

On behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, her heirs and successors.

Seal of
CAPTAIN
HAMERTON.

No. LVII.

RULES established by HIS HIGHNESS the IMAM of Muscat, in April 1846, in regard to the duties to be hereafter charged on the cargoes of vessels putting into HIS HIGHNESS's ports.

In a letter dated the 13th April 1846, Captain Atkins Hamerton, Her Majesty's Consul, and Honourable Company's Agent in the dominions of His Highness the Imam of Muscat, reported that His Highness the Imam of Muscat had ordered the following Rules to be henceforth observed in regard to the landing or transhipment of the cargoes of vessels putting into Muscat or into any of His Highness's other ports :—

ARTICLE 1.

That the full duty of five per cent. shall be levied on all articles transhipped from one vessel into another in all the ports and harbours belonging to His Highness the Imam.

ARTICLE 2.

That a vessel of any nation being obliged to put into any of His Highness's ports through stress of weather, or for the purpose of refit, shall not be required to pay duty on any part of her cargo which may be landed and stored during the repair of the vessel provided it be re-embarked in her.

ARTICLE 3.

That no duty shall, under any circumstances whatever, be levied on stores the property of the British Government when landed at any of His Highness's ports.

PERSIAN GULF.

No. LVIII.

Muscat.

No. LVIII.

DEED OF CESSION of the Koria Moria Islands executed by HIS HIGHNESS the IMAM of Muscat in the presence of Captain Fremantle, Commanding Her Majesty's Ship *Juno*, under date the 14th June 1854.

From the humble Saeed bin Sultan, to all and every one who may see this paper, whether Mahomedans or others—

There has arrived to me from the powerful nation (England) Captain Fremantle, belonging to the Royal Navy of the Great Queen, requesting from me the (Jesair i bin Colfaim) Koria Moria Islands, *viz.*, Helaneea, Jibleea, Soda, Haski, and Gurzond; and I hereby cede to the Queen Victoria the above-mentioned Islands, to be her possessions, or her heirs and successors after her. In proof whereof I have hereunto affixed my signature and seal, on behalf of myself and my son after me, of my own free will and pleasure, without force, intimidation, or pecuniary interest whatsoever.

And be the same known to all to whom these presents may come.

Done at Muscat the 17*th day of the month Showal* 1270, 14*th July* 1854.

Given under my hand,

| Seal. | (Signed by the IMAM.) |

Done in the presence of me,

(Signed) STEPHEN G. FREMANTLE,

Captain, H. M.'s Ship "Juno."

Muscat, the 14*th July* 1854.

No. LIX.

LETTER to HIS HIGHNESS SYUD THOWAYNEE BIN SAEED BIN SULTAN, of Muscat.

Beloved and esteemed Friend!

I address your Highness on the subject of the unhappy differences which have arisen between yourself and your Highness's brother the ruler of Zanzibar, and for the settlement of which your Highness has engaged to accept the arbitration of the Viceroy and Governor General of India.

Having regard to the friendly relations which have always existed between the Government of Her Majesty the Queen and the Government of Oman and Zanzibar, and desiring to prevent war between kinsmen, I accepted the charge of arbitration between you, and in order to obtain the fullest knowledge of all the points in dispute, I directed the Government of Bombay to send an Officer to Muscat and Zanzibar to make the necessary enquiries. Brigadier Coghlan was selected for this purpose, an Officer in whose judgment, intelligence, and impartiality the Government of India reposes the utmost confidence.

Brigadier Coghlan has submitted a full and clear report of all the questions at issue between your Highness and your brother.

I have given my most careful attention to each of these questions.

The terms of my decision are as follows:—

1*st.*—That His Highness Syud Majid be declared ruler of Zanzibar and the African dominions of His late Highness Syud Saeed.

2*nd.*—That the ruler of Zanzibar pay annually to the ruler of Muscat a subsidy of 40,000 crowns.

3*rd.*—That His Highness Syud Majid pay to His Highness Syud Thowaynee the arrears of subsidy for two years, or 80,000 crowns.

I am satisfied that these terms are just and honourable to both of you; and as you have deliberately and solemnly accepted my arbitration, I shall expect that you will cheerfully and faithfully abide by them, and that they will be carried out without unnecessary delay.

The annual payment of 40,000 crowns is not to be understood as a recognition of the dependence of Zanzibar upon Muscat, neither is it to be considered as merely personal between your Highness and your

PERSIAN GULF.

No. LIX.

Muscat.

brother Syud Majid. It is to extend to your respective successors, and is to be held to be a final and permanent arrangement, compensating the ruler of Muscat for the abandonment of all claims upon Zanzibar and adjusting the inequality between the two inheritances derived from your father His late Highness Syud Saeed, the venerated friend of the British Government, which two inheritances are to be henceforward distinct and separate.

I am your Highness's
Sincere Friend and well wisher,
(Signed) CANNING.

FORT WILLIAM,
The 2nd April 1861.

TO HIS EXALTED EXCELLENCY LORD CANNING, Governor General of India, &c., &c., &c.

In the name of the Great God!

AFTER COMPLIMENTS.—At a most propitious and favourable time we were honoured with the receipt of your esteemed letter and were highly gratified with its contents. What your Excellency has stated is most satisfactory to us, more especially as regards your award betwixt us and our brother Majid. We heartily accept the same, and are at a loss how to express our regret for having occasioned you so much trouble, and our appreciation of the kindness which has been manifested towards us in this matter. We thank God for your efforts on our behalf, praying also that your good will may be rewarded and that you may never cease to be our support. We further pray that our sincere affection may always be towards the Great (British) Government and that it may increase continually: moreover, that your exalted affection and noble solicitude may always be exercised towards us, and that we may never be deprived thereof. As regards our brother Majid, we pray God during our life time he may never experience any thing from us but kindness and hearty good will. Furthermore, we rely implicitly on your arbitration between us (being carried out).

What your exalted Excellency may require in any way from your attached friend, a hint alone will suffice for its accomplishment, and we shall feel honoured in executing it.

We pray finally that you may be preserved to the highest honours and in the most perfect health. We send you the salutation of peace as the best conclusion.

From your truly sincere friend, the servant of God, who confides in him as the Giver of all good.

(Sd.) THOWAYNEE BIN SAEED BIN SULTAN.

4th of Eb-Kaada 1277.

15th May 1861.

L. S.

No. LX.

CONVENTION between the British Government and His Highness SYUD THOWAYNEE BIN SAEED BIN SULTAN, the Sultan of Muscat, for the extension of the Electric Telegraph through the dominions subject to the sovereignty of His Highness in Arabia and Mekran.

ARTICLE 1.

That the British Government shall be at liberty to construct one or more Telegraphic lines, and to erect Telegraph Stations, in any portion of territory subject to the sovereignty of His Highness, both in Arabia and Mekran, which shall be most convenient to them.

ARTICLE 2.

That the cost of materials, landing charges, labour, housing, provisions, &c., &c., shall be paid by the British Government, who will make any arrangement they consider most convenient regarding their own supplies, labour, &c., the Sultan of Muscat undertaking that no impediment of any sort shall be thrown in their way in collecting them; on the contrary, that every protection and assistance shall be given on his part.

ARTICLE 3.

That His Highness the Sultan of Muscat shall afford protection to the best of his ability to the lines of Telegraph, the Telegraph Stations, and the persons employed in their construction and maintenance.

PERSIAN GULF.

No. LX.

Muscat.

ARTICLE 4.

Should any disagreements arise in the possessions of the Sultan of Muscat, situate near Arabia, between the Telegraph officials and the subjects of His Highness, the said disagreements shall be referred to the British Political Officer at Muscat, if they cannot be satisfactorily settled on the spot.

ARTICLE 5.

In like manner, should any disagreements arise in the possessions of the Sultan of Muscat, situate in Mekran, between the Telegraph officials and the subjects of His Highness, the said disagreements shall be referred to the Assistant British Political Officer at Gwadur, if they cannot be satisfactorily settled on the spot.

ARTICLE 6.

This Convention, together with any supplementary Articles that may hereafter thereunto be added, is to be considered dependent for completion and effect upon the approval of the British Government.

Done at Muscat this nineteenth day of January in the year of Christ one thousand eight hundred and sixty-five, corresponding with the twentieth day of the month Shaban of the Hegira one thousand two hundred and eighty-one, day of the week Thursday.

(Signed) HERBERT DISBROWE, *Lieut. Colonel,*
H. B. M.'s Pol. Agent at Muscat,
on the part of the British Govt.

PERSIAN GULF.

No. LX *A*.

Muscat.

No. LX *A*.

Articles of Agreement agreed to before Lieutenant-Colonel Lewis Pelly, Her Britannic Majesty's Political Resident in the Persian Gulf, and Lieutenant-Colonel Herbert Disbrowe, Her Britannic Majesty's Political Agent at Birka, Muscat, by His Highness Syed Thoweynee bin Saeed bin Sultan, the Sultan of Muscat,—under date this 17th day of November 1864.

Article 1.

My ancient and faithful ally, the British Government, is at liberty to construct one or more lines of telegraphic communication anywhere within the territories appertaining to the State of Muscat.

Article 2.

The British Government is further at liberty to construct one or more lines of telegraphic communication in any territories which I may hold in lease from the Shah of Persia.

Article 3.

I engage, for myself, my heirs, and successors, to respect and abstain from all and every interference with telegraphic operations carried on by the British Government in or near the territories of Muscat.

Article 4.

And in the event (which God forbid) of any of my subjects or dependants committing an act of aggression or trespass on the said telegraphic lines and stations, or other telegraphic material, I will immediately punish the offender, and proceed to afford full redress upon the same being brought to my notice.

Article 5.

Nothing in these Articles shall be held as conferring any dominion or sovereign right on the part of the British Government over the territory of Muscat through which the line may pass, neither of any additional dominion or right on my part as Sultan of Muscat over territory which I may hold in lease from the Shah of Persia.

Article 6.

In like manner, nothing in these Articles shall be held as invalidating or derogating from the title of the British Government to the station of Bassadore, that station having been freely granted to the British Government by my late illustrious father, of blessed memory, the late Imaum Syed Saeed bin Sultan, on behalf of himself, his heirs, and successors.

PERSIAN GULF.

No. LX *A.*

Muscat.

ARTICLE 7.

Nothing in these Articles shall be held as invalidating any Article of any Treaty entered into by myself or forefathers with our ancient and faithful ally, the British Government, from the year 1798 downwards.

Dated Birka, Muscat, 17th November 1864. Signed in our presence by Syed Thoweynee bin Saeed, Sultan of Muscat, this 17th day of November 1864, and sealed in our presence by His Highness's Minister, Hajee Ahmed, at Muscat, this 18th day of November 1864.

Seal.

(Sd.) LEWIS PELLY, *Lieut.-Col.,*
H. B.M.'s Poltl. Resdt., Persian Gulf.

(Sd.) HERBERT DISBROWE, *Lieut.-Col.,*
H. B. M.'s Poltl. Agent, Muscat.

No. LX *B.* *Agreement of the* IMAUM OF MUSCAT *relative to the slave-trade, Zanzibar, dated May 6th,* 1850.

From—SYUD SAEED, Sultan of Muscat.
To—The British Consul and Agent.

AFTER COMPLIMENTS,—Your excellent letter has reached, and your friend understood all you have mentioned; and, with reference to the people of that quarter, from Sarga Manara to Tenghe, you say you wish permission for the ships-of-war of Her Majesty the Queen of England to enter the creeks, rivers, and harbours of those who deal with the slave hunters.

My dear friend, we and all belonging to us, even our countries, are at the disposal of Her Majesty, and should the men-of-war of Her Majesty the Queen of England require to enter the creeks, rivers, and ports, we are willing they should enter; we object not, and all ships or vessels found in those places to whomsoever belonging, if engaged in the slave-trade, may be seized, and all barracoons or places erected for carrying on the slave-trade may be burned or destroyed. We have no wish to the contrary of yours, and with respect to the banian, we will send and have him seized. Whatever you require of us we are ready. The sign is with you.

Dated 23rd *Jamadel Akber* 1266, equivalent to the 6th May 1850.

L. S.

(Sd.) ELHAKIR EL FAKIR SAEED.

Note.—In the above, the clerical errors contained in the translation given, or the Admiralty instructions, are corrected, and one sentence slightly modified otherwise identical.—(Signed) JOHN KIRK.

No. LXI.

TRANSLATION of a TREATY of PEACE between HIS HIGHNESS SYUD SAEED BIN SULTAN, the Imam of Muscat, and SYUD HUMOOD, the Chief of Sohar.

Praise be to Him who has caused peace to be the means of adjusting the affairs of mankind, and who is the Promoter of friendship in every class of life.

The object of writing this paper and these words of truth is, that peace has been established between His Highness the Imam of Muscat, Syud Saeed, the son of Syud Sultan, and the Chief of Sohar, the Honourable Syud Humood, the son of Syud Azan, through the mediation of Captain Hennell, the British Resident in the Persian Gulf, this 17th day of Showal A. H. 1255, corresponding with the 23rd December A. D. 1839, upon the following conditions :—

ARTICLE 1.

That from this day there shall be a perfect, lasting, and established peace between the two contracting parties.

ARTICLE 2.

That the subjects of the two contracting parties shall carry on a free intercourse with each other's territory for purposes of trade without hinderance or molestation.

ARTICLE 3.

Whenever subjects of either of the two contracting parties remove voluntarily from the territories of the one and take up their residence in those of the other, no blame shall attach to the ruler of the territory in which they settle, and moreover it shall not be incumbent upon him to cause them to return to their original country unless he thinks proper to do so.

ARTICLE 4.

That neither of the two contracting parties shall commit any sort of aggression upon the territories of the other, neither openly nor secretly, and shall not excite others to do so.

PERSIAN GULF.

No. LXI.

Muscat. (*Sohar.*)

ARTICLE 5.

In the event of either of the two contracting parties proceeding to punish any rebellious person among his own subjects, the other shall not assist or support such rebel either openly or secretly, nor shall encourage him in his rebellion by word or by letter.

ARTICLE 6.

As the district of Roostak, which belongs to Syud Humood bin Azan is surrounded by the territory of His Highness Syud Saeed bin Sultan, the communication and road between the aforesaid district and the other territories of Syud Humood shall not be interrupted or closed.

ARTICLE 7.

In the event of an enemy arising against Syud Humood and making war upon him, His Highness Syud Saeed is to support him in every way to the utmost of his power and ability.

These are the conditions upon which this engagement has been made on both sides and with the consent of both parties, and to this the Almighty is a witness.

Dated Muscat, the 17*th Showal* 1255, A. H., *corresponding with the* 23*rd December* A. D. 1839.

The Seal of SYUD HUMOOD BIN AZAN.	The Seal of SYUD SAEED BIN SULTAN

No. LXII.

TRANSLATION of an Engagement entered into by SYUD SYF BIN HUMOOD, Chief of Sohar, for the abolition of the African slave trade in his ports.

It having been intimated to me by Major Hennell, the Resident in the Persian Gulf, that certain conventions have lately been entered into by the Ottoman Porte and other powers with the British Government for the purpose of preventing the exportation of slaves from the coast of Africa and elsewhere, and it having, moreover, been explained to me that, in order to the full attainment of the objects contemplated by the aforesaid Conventions, the concurrence and co-operation of the Chiefs of the several ports situated on the Arabian coast of the Persian Gulf are required, accordingly I, Syud Syf bin Humood, Chief of Sohar, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependants, such prohibition to take effect from the 29th Rujut 1265, or the 21st June A. D. 1849.

And I do further consent, that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependants, suspected of being engaged in the slave trade, they may detain and search them, and in case of their finding that any of the vessels aforesaid have violated the engagement by the exportation of slaves from the coasts of Africa, or elsewhere, upon any pretext whatever, they (the Government cruizers) shall seize and confiscate the same.

Dated this 20*th day of Jemmadeeood Akhir* A. H. 1265, *or* 22*nd day of May* 1849.

L. S.	SYUD SYF BIN HUMOOD.

Approved by the Government of Bombay on 4th August 1849.

MARITIME TRIBES.

The so-called maritime Chiefs of the Persian Gulf with whom the British Government have concluded Treaties are the Joasmee Chief of Ras-ool-Khyma and Shargah, the Chief of the Beniyas tribe of Aboothabee or Boo Debaye, the Chief of the Boo Filasa tribe of Debaye a branch of the Beniyas, and the Chiefs of Amalgavine and Ejman. The possessions of these Chiefs extend from Ras-ool-Khyma along the coast westward beyond the Island of Bahrein. They all pay tribute to the Wahabee Chief of Nejd, but are really independent.

The Joasmees, who have occupied the Province of Seer from the earliest times, carried on a vigorous and profitable trade by sea, till, in 1805, they succumbed to the influence of the Wahabees and were drawn into the piratical projects of that turbulent sect. Under their influence the Joasmees plundered two British vessels and treated the Commanders with great cruelty. An expedition was sent to the Persian Gulf to punish them for this aggression and to co-operate with the Imam of Muscat, who was then at war with them. The expedition resulted in the conclusion of a Treaty (No. LXIII.) on 6th February 1806, binding the Joasmees to respect the flag and property of the British and to assist vessels touching on their coast. This Treaty appears to have been concluded without reference to the Wahabees.

The spread of the Wahabees in Oman soon threatened the Imam of Muscat with destruction, and the British Government determined to support him and to destroy the piratical fleets as the only means of preserving the peace of the Gulf. A strong force was despatched in 1809, which took Ras-ool-Khyma, Linga, Luft, and Shinas, and destroyed the boats of the pirates. No Treaty could at this time be concluded with the Joasmees, whose government had been completely overthrown by the Wahabees, nor were any permanent measures taken to secure the advantages gained in 1809; consequently piracy soon re-appeared. In 1814 the Joasmees professed a desire to be at peace with the British Government, provided they were left at liberty to make war on the neighbouring Arab tribes. They even expressed themselves ready to abstain from

MARITIME TRIBES.

molesting their Arab neighbours if the British Government would guarantee them protection from the vengeance of the Wahabee Chief. But they were quite unable to make good their professions. Even after the negotiation of preliminary Articles of peace with the Resident at Bushire, the Joasmees attacked and plundered British vessels. Other tribes were soon drawn under the Wahabee influence, and piracy increased beyond endurance. An expedition under Sir W. Grant Keir was therefore despatched to the Persian Gulf in 1819 for the purpose of completely crushing them. Ras-ool-Khyma was taken on 9th December, and engagements (No. LXIV.) were made with the Arab Chiefs preliminary to the conclusion of a general Treaty (No. LXV). The object of the preliminary engagements was to include all matters of a temporary or individual character, so as to reserve the general Treaty exclusively for arrangements of a permanent nature common to all the Arab Chiefs who might be disposed to subscribe it.

By the 9th Article of the Treaty of 1820 the carrying off of slaves from the coasts of Africa or elsewhere, and the transporting them in vessels, was declared to be plunder and piracy. This was not interpreted as forbidding traffic in slaves, but as prohibiting kidnapping only. A very extensive trade in slaves was carried on from the ports of the Red Sea and Persian Gulf with Kattywar, Kutch, and the native States on the west coast of India, which, under the interpretation put on the Treaty of 1820, the British Government had no power to interfere with. In April 1838, under instructions from Government, the Resident in the Persian Gulf obtained from the maritime Chiefs of Ras-ool-Khymah, Ejman, Debaye, and Aboothabee an Agreement (No. LXVI.) giving to British cruizers the right to detain and search vessels suspected of being employed in carrying off slaves, and to confiscate the vessels if found so employed. In the following year the Chiefs of Ras-ool-Khyma, Debaye, Aboothabee, and Amalgavine entered into an Agreement (No. LXVII.) of three Articles; the first and second of these Articles gave to the British Government the right to search and confiscate slave vessels found beyond a line from Cape Delgado, on the African coast, passing two degrees east of Socotra, and ending at Cape Guadel, on the Mekran coast, unless driven beyond that line by stress of weather or other necessity. By the third Article the sale of persons

MARITIME TRIBES.

of the Somalee tribe was declared to be piracy. The same Chiefs and also the Chiefs of Ejman and Bahrein entered into Engagements* (No. LXVIII.) in 1847, binding themselves to prohibit, from and after 10th December 1847, the exportation of slaves from the African coast, or elsewhere, in vessels belonging to themselves or their subjects, and authorizing British cruizers to confiscate vessels found engaged in the forbidden traffic.

The Treaty concluded with the maritime Arab Chiefs in 1820 did not limit the right of the Chiefs to carry on acknowledged war with each other by sea, that is to say, war proclaimed and avowed by one Chief upon another. All other hostile aggressions, however, were declared to be piratical. But under the name of acknowledged war, many acts of piracy were committed, especially during the season of the pearl fishery. The Chiefs were therefore induced, in 1835, to bind themselves by a maritime truce, not, under any circumstances, to engage in hostilities by sea for a period of six months, on the understanding that the British Government would not interfere with their wars by land. The effects of this truce were so marked that the Chiefs were easily persuaded in the following year, and again in 1837 to renew it for eight months. Thereafter it was renewed annually till 1843, when it was prolonged (No. LXIX.) for ten years. On the expiry of the ten years' truce in 1853, a Treaty (No. LXX.) of perpetual peace was concluded, which provided that there should be a complete cessation of hostilities at sea between the subjects of the subscribing parties; that in the event of aggressions on any one by sea, the injured tribe should not retaliate, but refer the matter to the British authorities in the Persian Gulf; and that the British Government should watch over the peace of the Gulf and ensure at all times the due observance of the Treaty.

In 1864 the maritime Chiefs bound themselves (No. LXXI.) to prevent their subjects from interfering with the telegraphic operations in or near their territories.

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* An Act of Parliament 12 and 13 Vic. Chap. LXXXIV. was passed to give effect to these engagements. See Appendix.

No. LXIII.

Coulnamah or Agreement between Sheikh Abdulla bin Croosh, on the part of Sheikh-ul Mus Sheikh Ameer Sultan bin Suggur, Bin Kashid, Joasmee, and Captain David Seton, on the part of the Honourable East India Company. In Bunder Abbass, this 6th day ef February 1806.

Article 1.

There shall be peace between the Honourable East India Company and Sultan bin Suggur, Joasmee, and the whole of his dependants and subjects on the shores of Arabia and Persia, and they shall respect the flag and property of the Honourable East India Company, and their subjects wherever and in whatever it may be, and the same the Honourable East India Company towards the Joasmee.

Article 2.

Should the Joasmee infringe the above, they shall be liable in the sum of dollars 30,000, and on this condition Captain David Seton agrees to receive from Ameer Sultan bin Suggur the Brig now laying at Muscat, and to drop the claims to the cargo guns, &c., of the said vessel and the *Shannon.*

Article 3.

Whatever British property shall be found in the Soric fleet shall be restored.

Article 4.

Should any British vessel touch on the coasts of the Joasmee for wood or water, or be forced on shore by stress of weather, or any other cause, the Joasmee shall assist and protect the said vessel and property, and permit it to be disposed of or carried away, as their owners shall see fit, without claim or demand.

Article 5.

Should Johood compel the Joasmee to infringe this peace, they shall give three months' previous notice in all places.

MARITIME TRIBES.

Nos. LXIII & LXIV.

Preliminary.

ARTICLE 6.

When the above is confirmed and ratified by both parties, the Joasmee shall frequent the English ports from Surat to Bengal as before.

(Signed) DAVID SETON.

(Sealed) ABDULLAH BIN CROOSH.

Signed, sealed, and confirmed.

SULTAN BIN SUGGUR.

Approved and sanctioned by the Governor General in Council on 29th April 1806.

No. LXIV.

TRANSLATION of the preliminary TREATY with SULTAN BIN SUGGUR.

In the name of God, the merciful, the compassionate!

Know all men that Sultan bin Suggur has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations :—

ARTICLE 1.

Sultan bin Suggur shall surrender to the General towers, guns, and vessels which are in Shargah, Imam, Umin-ul Gyuyn, and their dependencies. The General will leave the boats which are for the pearl fishery and fishing boats, and the remainder of the vessels shall be at the disposal of the General.

ARTICLE 2.

Sultan bin Suggur shall give up all the Indian prisoners if any such are in his possession.

ARTICLE 3.

The General will not allow the troops to enter the towns to lay them waste.

ARTICLE 4.

After the execution of these engagements, Sultan bin Suggur shall be admitted to the same terms of peace as the remainder of the friendly ("or pacificated") Arabs.

On these conditions there is a cessation of hostilities between the General and Sultan bin Suggur and his followers, with the exception that their boats are not to go to sea.

Done at Rasal Khyma on the twentieth of Rabee-ul-Awul, in the year 1235, *corresponding to the sixth of January one thousand eight hundred and twenty.*

L. S.	(Signed)	W. GRANT KEIR, *Major General.*
L. S.		SULTAN BIN SUGGUR with his own hand.

Copy of the Articles entered into with Sultan bin Suggur. Witness my hand and seal.

L. S.	(Signed)	W. GRANT KEIR, *Major General.*

TRANSLATION of the preliminary TREATY with HASSUN-BIN RAHMAH.

In the name of God, the merciful, the compassionate!

Know all men that Hassun bin Rahmah has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations :—

ARTICLE 1.

The town of Rasal Khyma and Maharra, and the towers which are in the date groves near the town, shall remain in the hands of the British Government.

MARITIME TRIBES.

No. LXIV.

Preliminary.

ARTICLE 2.

If any of the vessels of Hassun bin Rahmah are in Shargah or Umin-ul Gyuyn or Imam, or any other of the places to which the General shall go with the force, they shall be surrendered to the General, and the General will leave those which are for the pearl fishery and fishing boats.

ARTICLE 3.

Hassun bin Rahmah shall give up all the Indian prisoners if any such are in his possession.

ARTICLE 4.

After the execution of these engagements, Hassun bin Rahmah shall be admitted to the terms of the general Treaty with the friendly (literally the pacificated) Arabs. End of the Articles.

Issued at Rasal Khyma in the forenoon of Saturday, the twenty-second of the month of Rabe-ul-Awul, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the eighth of January 1820.

L. S.

(Signed) W. GRANT KEIR,
Major General.

L. S.

The signature of HASSUN BIN RAHMAH

Copy of the Articles between the General and Hossun bin Rahmah. Witness my hand and seal.

L. S.

(Signed) W. GRANT KEIR,
Major General.

TRANSLATION of the preliminary TREATY with the SHEIKH of Dubey.

In the name of God, the merciful, the compassionate!

Know all men that Mahomed bin Haza bin Zaal, a minor, accompanied by Ahmed bin Futeiss, has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations:—

ARTICLE 1.

The people of Dubey shall surrender to the General the vessels which are in Dubey and its dependencies and the guns which are in the town and in the towers. The General will leave the boats which are for the pearl fishery and fishing boats.

ARTICLE 2.

The people of Dubey shall give up all the Indian prisoners if any such are in their possession.

ARTICLE 3.

The General will not allow the troops to enter the town to lay it waste, and further, as a mark of consideration towards His Highness the Imam Saeed bin Sultan on the part of the General, he will not demolish the fort and towers.

ARTICLE 4.

After the execution of these engagements, Mahomed bin Haza bin Zaal and his followers shall be admitted to the same terms of peace as the remainder of the friendly (literally the "pacificated") Arabs.

On these conditions there is a cessation of hostilities between the British and Mahomed bin Haza bin Zaal and his followers, with the exception that their boats are not to go to sea.

Done at Rasal Khyma on the 23*rd of the month of Rabe-ul-Awul, in the year* 1235, *corresponding to the* 9*th of January* 1820.

L. S.

(Signed) W. GRANT KEIR,
Major General.

MARITIME TRIBES.

No. LXIV.

Preliminary.

Seal of Ahmed Futeis.

Witnessed by the signature of Sheikh Hamza bin Mahomed bin Zubu al Moyzzine, Sheikh of Kishme, with his own hand.

Copy of the Articles between the General and Mahomed bin Haza bin Zaal.

Witness my hand and seal.

L. S.

(Signed) W. GRANT KEIR,
Major General.

TRANSLATION of the preliminary TREATY with SHEIKH SHAHBOUT, of Abou Dabyee.

In the name of God, the merciful, the compassionate!

Know all men that Sheikh Shahbout bin Dhyab al Talahij has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations:—

ARTICLE 1.

If in Abou Dabyee or any other of the places belonging to Sheikh Shahbout there are any of the vessels of the piratical powers which have been attached or may be hereafter attached by the General during the present war against the pirates, he shall deliver such vessels to the General.

ARTICLE 2.

Sheikh Shahbout shall be admitted to the terms of the general Treaty with the friendly Arabs.

Done at Rasal Khyma on the twenty-fifth of the Rabee-ul-Awul, in the year one thousand two hundred and thirty-five, corresponding to the eleventh of January 1820.

L. S.

(Signed) W. GRANT KEIR,
Major General.

L. S.

(Signed) SHAHBOUT.

Copy of the Articles between the General and Sheikh Shahbout.

Witness my hand and seal.

L. S.

(Signed) W. GRANT KEIR,
Major General.

TRANSLATION of the preliminary TREATY with HASSUN BIN ALI.

In the name of God, the merciful, the compassionate!

Know all men that Hassun bin Ali has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations:—

ARTICLE 1.

If any of the vessels of Hassun bin Ali are in Shargah, or Umul Gyuyn, or Imam, or Abou Dabyee, or any other of the places to which the General shall go with the force, such vessels shall be surrendered to the General, and the General will leave those which are for the pearl fishery and fishing boats.

MARITIME TRIBES.

No. LXIV.

Preliminary.

ARTICLE 2.

Hassun bin Ali shall give up all the Indian prisoners if any such are in his possession.

ARTICLE 3.

After this Hassun bin Ali shall be admitted to the terms of the general Treaty with the friendly (literally the "pacificated") Arabs. End of the Articles.

Issued at Rasal Khyma in the forenoon of Saturday, the twenty-ninth of the month of Rabe-ul-Awul, in the year one thousand two hundred and thirty-five, corresponding to the 15th of January 1820.

L. S.

(Signed) W. GRANT KEIR,
Major General.

L S.

(Signed) HASSUN BIN ALI.

Copy of the Articles entered into between the General and Hassun bin Ali in the forenoon of Saturday, the twenty-ninth of Rabe-ul-Awul, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the 15th of January 1820.

Witness my hand and seal.

L. S.

(Signed) W. GRANT KEIR,
Major General.

No. LXV.

TRANSLATION of the general TREATY with the Arab Tribes of the Persian Gulf.

In the name of God, the merciful, the compassionate!

Praise be to God, who hath ordained peace to be a blessing to his creatures. There is established a lasting peace between the British Government and the Arab tribes, who are parties to this contract, on the following conditions:—

ARTICLE 1.

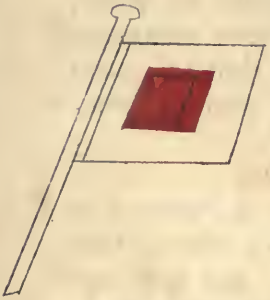
There shall be a cessation of plunder and piracy by land and sea on the part of the Arabs, who are parties to this contract, for ever.

ARTICLE 2.

If any individual of the people of the Arabs contracting shall attack any that pass by land or sea of any nation whatsoever, in the way of plunder and piracy and not of acknowledged war, he shall be accounted an enemy of all mankind and shall be held to have forfeited both life and goods. And acknowledged war is that which is proclaimed, avowed, and ordered by government against government; and the killing of men and taking of goods without proclamation, avowal, and the order of a government, is plunder and piracy.

ARTICLE 3.

The friendly (literally the pacificated) Arabs shall carry by land and sea a red flag, with or without letters in it, at their option, and this shall be in a border of white, the breadth of the white in the border being equal to the breadth of the red, as represented in the margin, (the whole forming the flag known in the British Navy by the title of white pierced red,) and this shall be the flag of the friendly Arabs, and they shall use it and no other.



ARTICLE 4.

The pacificated tribes shall all of them continue in their former relations, with the exception that they shall be at peace with the British Government, and shall not fight with each other, and the flag shall be a symbol of this only and of nothing further.

MARITIME TRIBES.

No. LXV.

General.

ARTICLE 5.

The vessels of the friendly Arabs shall all of them have in their possession a paper (Register) signed with the signature of their Chief, in which shall be the name of the vessel, its length, its breadth, and how many Karahs it holds. And they shall also have in their possession another writing (Port Clearance) signed with the signature of their Chief, in which shall be the name of the owner, the name of the Nacodah, the number of men, the number of arms, from whence sailed, at what time, and to what port bound. And if a British or other vessel meets them, they shall produce the Register and the Clearance.

ARTICLE 6.

The friendly Arabs, if they choose, shall send an envoy to the British Residency in the Persian Gulf with the necessary accompaniments, and he shall remain there for the transaction of their business with the Residency; and the British Government, if it chooses, shall send an envoy also to them in like manner; and the envoy shall add his signature to the signature of the Chief in the paper (Register) of their vessels, which contains the length of the vessel, its breadth, and tonnage; the signature of the envoy to be renewed every year. Also all such envoys shall be at the expense of their own party.

ARTICLE 7.

If any tribe, or others, shall not desist from plunder and piracy, the friendly Arabs shall act against them according to their ability and circumstances, and an arrangement for this purpose shall take place between the friendly Arabs and the British at the time when such plunder and piracy shall occur.

ARTICLE 8.

The putting men to death after they have given up their arms, is an act of piracy and not of acknowledged war; and if any tribe shall put to death any persons, either Mahomedans or others, after they have given up their arms, such tribe shall be held to have broken the peace; and the friendly Arabs shall act against them in conjunction with the British, and, God willing, the war against them shall not cease until the surrender of those who performed the act and of those who ordered it.

ARTICLE 9.

The carrying off of slaves, men, women, or children from the coasts of Africa or elsewhere, and the transporting them in vessels, is plunder and piracy, and the friendly Arabs shall do nothing of this nature.

ARTICLE 10.

The vessels of the friendly Arabs, bearing their flag above described, shall enter into all the British ports and into the ports of the allies of the British so far as they shall be able to effect it; and they shall buy and sell therein, and if any shall attack them, the British Government shall take notice of it.

ARTICLE 11.

These conditions aforesaid shall be common to all tribes and persons, who shall hereafter adhere thereto in the same manner as to those who adhere to them at the time present. End of the Articles.

Issued at Ras-ool-Khyma, in triplicate, at mid-day, on Saturday, the twenty-second of the month of Rabe-ul-Awul, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the eighth of January one thousand eight hundred and twenty, and signed by the contracting parties at the places and times under written.

Signed at Ras-ool-Khyma at the time of issue by

L. S.	(Signed) W. GRANT KEIR, *Major General.*
L. S.	(Signed) HASSUN BIN RAHMAH, *Sheikh of Hatt and Falna, formerly of Ras-ool-Khyma.*
L. S.	(Signed) RAZIB BIN AHMED, *Sheikh of Jourat al Kamra.*

(An exact Translation)

(Signed) J. P. THOMPSON, *Captain,*
17*th Light Dragoons and Interpreter.*

MARITIME TRIBES.

No. LXV.

General.

Signed at Ras-ool-Khyma, on Tuesday, the twenty-fifth of the month of Rabe-ul-Awul, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the eleventh of January 1820.

L. S.

(Signed) SHAKBOUT,

Sheikh of Abooshabee.

Signed at Ras-ool-Khyma, at mid-day, on Saturday, the twenty-ninth of the month Rabe-ul-Awul, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the fifteenth of January 1820.

L. S.

(Signed) HASSUN BIN ALI,

Sheikh of Zyah.

The seal is Captain Thompson's, as Sheikh Hassun bin Ali had not a seal at the time of signature.

Copy of the general Treaty with the friendly (literally the "pacificated") Arabs, with the signatures attached to it, up to the fifteenth day of January 1820 inclusive. Given under my hand and seal.

L. S.

(Signed) W. GRANT KEIR,

Major General.

(Signed) T. P. THOMPSON, *Captain,*

17*th Light Dragoons, and Interpreter.*

Ratified by theG oevrnor General in Council on 2nd April 1820.

Signed for Mahomed bin Haza bin Zaal, Sheikh of Debaye, a minor, at Shargah, on Friday, the twelfth of the month of Rubee-oos-Sanee, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the twenty-eighth of January 1820.

L. S.

(Signed) SAEED BIN SYF,
Uncle of Sheikh Mahomed.

Signed at Shargah, at mid-day, on Friday, the nineteenth of the month of Rubee-oos-Sanee, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the fourth of February 1820.

L. S.

(Signed) SULTAN BIN SUGGUR,
Chief of Shargah.

Signed, at Shargah, by the Vakeel on the part of the Sheikhs Suleman bin Ahmed and Abdoolla bin Ahmed, in his quality of Vakeel to the Sheikhs aforesaid, on Saturday, the twentieth of the month of Rubee-oos-Sanee, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the 5th of February 1820.

L. S.

(Signed) SYUD ABDOOL JABEL BIN SYUD YAS,
Vakeel of Sheikh Suleman bin Ahmed and Sheikh Abdoolla bin Ahmed, of the family of Khalifa, Sheikhs of Bahrein.

Signed and accepted by Suleman bin Ahmed, of the house of Khalifa, at Bahrein, on the ninth of Jemmadee-ool-Awul, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the twenty-third of February 1820.

L. S.

MARITIME TRIBES.

Nos. LXV & LXVI.

Slave Trade.

Signed and accepted by Abdoolla bin Ahmed, of the house of Khalifa, at Bahrein, on the ninth of Jemmadee-ool-Awul, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the twenty-third of February 1820.

L. S.

Signed at Faleia, at noon, on Wednesday, the twenty-ninth of the month of Jemadee-ool-Awul, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the fifteenth of March 1820.

L. S. (Signed) RASHED BIN HAMID,
Chief of Ejman.

Signed at Faleia, at noon, on Wednesday, the twenty-ninth of the month of Jemmadee-ool-Awul, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the fifteenth of March 1820.

L. S. (Signed) ABDOOLLA BIN RASHID,
Chief of Amalgavine.

L. S. (Signed) W. GRANT KEIR,
Major General.

No. LXVI.

ARTICLE of AGREEMENT entered into by SHEIKH SULTAN BIN SUGGUR, dated Shargah, the 22nd Mohurrum A. H. 1254, or 17th April A. D. 1838.

In the event of vessels connected with my ports, or belonging to my subjects, coming under the suspicion of being employed in the carrying off (literally stealing) and embarkation of slaves, men, women, or children, I, Sultan bin Suggur, Sheikh of the Joasmee Tribe, do hereby

agree to their being detained and searched, whenever and wherever they may be fallen in with on the seas, by the cruizers of the British Government; and further that upon its being ascertained that the crews have carried off (literally "stolen") and embarked slaves, their vessels shall be liable to seizure and confiscation by the aforesaid cruizers.

MARITIME TRIBES.
Nos. LXVI & LXVII.
Slave Trade.

Sealed by
SULTAN BIN
SUGGUR.

Sealed by SULTAN BIN SUGGUR.

Similar agreements signed by SHEIKH RASHED BIN HAMID, of Ejman; SHEIKH MUKTOOM BIN BUTYE, of Debaye; SHEIKH KHULEEFA BIN SHAKBOUT, of Aboothabee.

No. LXVII.

TRANSLATION of an AGREEMENT entered into by SHEIKH SULTAN BIN SUGGUR, Chief of Ras-ool-Khymah, dated off Ras-ool-Khymah, 3rd July 1839.

I, Sultan bin Suggur, Sheikh of the Joasmee Tribe, do hereby declare that I bind and pledge myself to the British Government in the following engagements :—

ARTICLE 1.

That the government cruizers, whenever they may meet any vessel belonging to myself or my subjects beyond direct line drawn from Cape Delgado, passing two degrees seaward of the Island of Socotra, and ending at Cape Guadel, and shall suspect that such vessel is engaged in the slave trade, the said cruizers are permitted to detain and search it.

ARTICLE 2.

Should it on examination be proved that any vessel belonging to myself or my subjects is carrying slaves, whether men, women, or children, for sale beyond the aforesaid line, then the government

MARITIME TRIBES.

Nos. LXVII & LXVIII.

Slave Trade.

cruizers shall seize and confiscate such vessel and her cargo. But if the aforesaid vessel shall pass beyond the aforesaid line owing to stress of weather, or other case of necessity not under control, then she shall not be seized.

ARTICLE 3.

As the the selling of males and females, whether grown up or young, who are "Hoor" or free, is contrary to the Mahomedan religion, and whereas the Soomalee tribe is included in the "Hoor" or free, I, Sultan bin Suggur, do hereby agree that the sale of males and females, whether young or old, of the Soomalee tribe, shall be considered as piracy, and that after four months from this date, all those of my people convicted of being concerned in such an act shall be punished the same as pirates.

Seal of
SULTAN BIN
SUGGUR.

NOTE.—A similar agreement to the above was entered into by SHEIKH KHULEEFA BIN SHAKBOUT on the 1st July 1839, and by SHEIKH MUKTOOM, of Debaye, and SHEIKH ABDOOLA BIN RASHED, of Amalgavine, on the 2nd of the same month.

No. LXVIII.

TRANSLATE of an ENGAGEMENT entered into by SHEIKH SULTAN BIN SUGGUR, Chief of Ras-ool-Khymah and Shargah, for the abolition of the African slave trade in his ports.

It having been intimated to me by Major Hennell, the Resident in the Persian Gulf, that certain conventions have lately been entered into by His Highness the Imam of Muscat and other powers with the British Government for the purpose of preventing the exportation of slaves from the African coast and elsewhere, and it having, moreover, been explained to me that, in order to the full attainment of the objects contemplated by the aforesaid conventions, the concurrence and co-operation of the Chiefs of the several ports situated on the Arabian coast of the Persian Gulf

are required, accordingly I, Sheikh Sultan bin Suggur, Chief of the Joasmee tribe, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependants; such prohibition to take effect from the 1st day of Mohurrum A. H. 1264, (or 10th December A. D. 1847.)

And I do further consent that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependants, suspected of being engaged in slave trade, they may detain and search them; and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the coasts of Africa, or elsewhere, upon any pretext whatever, they (the government cruizers) shall seize and confiscate the same.

Dated this 14th day of Jemmadee-ool-Awul A. H. 1263, *or 30th day of April* A. D. 1847.

L. S.	(Signed) SHEIKH SULTAN BIN SUGGUR.

Debaye.—Sheikh Muktoom's Engagement is dated 14th Jemmadee-ool-Awul 1263, or 30th April 1847.

Ejman.—Sheikh Abdool Azeez's Engagement is dated 15th Jemmadee-ool-Awul 1263, or 1st May 1847.

Amalgavine.—Sheikh Abdoolla bin Rashed's Engagement is dated 15th Jemmadee-ool-Awul 1263, or 1st May 1847.

Aboothabee.—Sheikh Saeed bin Tahnoon's Engagement is dated 17th Jemmadee-ool-Awul 1263, or 3rd May 1847.

Bahrein.—Sheikh Mahomed bin Khuleefa's Engagement is dated 22nd Jemmadee-ool-Awul 1263, or 8th May 1847.

MARITIME TRIBES.

No. LXIX.

Ten year's truce.

No. LXIX.

Terms of a maritime truce for ten years agreed upon by the Chiefs of the Arabian coast, under the mediation of the Resident in the Persian Gulf, dated 1st June 1843.

We, whose seals are hereunto affixed, *viz.*, Sultan bin Suggur, Chief of the Joasmee Tribe, Khuleefa bin Shakbout, Chief of the Beniyas, Muktoom bin Butye, Chief of the Boo Falasa, Abdoollah bin Rashed, Chief of Amalgavine, Abdool Azeez bin Rashed, Chief of Ejmanee, being fully impressed with a sense of the evil consequences arising from our subjects and dependants being prevented carrying on the pearl fishery without interruption on the banks, owing to the various feuds existing amongst ourselves, and, moreover, duly appreciating the general advantage to be derived from the establishment of a truce, do hereby agree to bind ourselves down to observe the following conditions :—

Article 1.

That from the 1st June A. D. 1843 (the corresponding Mahomedan date 2nd Jemmadee-ool-Awul Hegira 1259), there shall be a cessation of hostilities at sea between our respective subjects and dependants, and that from the above date until the termination of the month of May A. D. 1853, an inviolable truce shall be established, during which period our several claims upon each other shall rest in abeyance.

Article 2.

That in the event of any of our subjects or dependants committing any acts of aggression at sea upon those of any of the parties to this agreement, we will immediately afford full redress upon the same being brought to our notice.

Article 3.

That in the event of any acts of aggression being committed at sea upon any of our subjects or dependants, we will not proceed immediately to retaliate, but will inform the British Resident or the Commodore at Bassidore, who will forthwith take the necessary steps for obtaining reparation for the injury inflicted, provided that its occurrence can be satisfactorily proved.

Perpetual Truce.

ARTICLE 4.

That on the termination of the month of May 1853, by God's blessing, we will endeavour to arrange either an extension of this truce, or a firm and lasting peace; but in the event of our being unable to come to a satisfactory adjustment regarding our respective claims, we hereby bind ourselves to give notice, on or about the above date, to the British Resident, of our intention to renew hostilities after the expiration of the term now fixed upon for this truce, *viz.*, the end of the month of May 1853.

Signed as in the preamble.

No. LXX.

TREATY of Peace in perpetuity agreed upon by the Chiefs of the Arabian coast in behalf of themselves, their heirs and successors, under the mediation of the Resident in the Persian Gulf.

We, whose seals are hereunto affixed, Sheikh Sultan bin Suggur, Chief of Ras-ool-Khyma, Sheikh Saeed bin Tahnoon, Chief of Aboothabee, Sheikh Saeed bin Butye, Chief of Debaye, Sheikh Hamid bin Rashed, Chief of Ejman, Sheikh Abdoolla bin Rashed, Chief of Amalgavine, having experienced for a series of years the benefits and advantages resulting from a maritime truce contracted amongst ourselves under the mediation of the Resident in the Persian Gulf and renewed from time to time up to the present period, and being fully impressed, therefore, with a sense of the evil consequence formerly arising from the prosecution of our feuds at sea, whereby our subjects and dependants were prevented from carrying on the pearl fishery in security, and were exposed to interruption and molestation when passing on their lawful occasions, accordingly, we, as aforesaid, have determined, for ourselves, our heirs and successors, to conclude together a lasting and inviolable peace from this time forth in perpetuity, and do hereby agree to bind ourselves down to observe the following conditions:—

ARTICLE 1.

That from this date, *viz.*, 25th Rujjub 1269, 4th May 1853, and hereafter, there shall be a complete cessation of hostilities at sea between our respective subjects and dependants, and a perfect maritime truce shall endure between ourselves and between our successors, respectively, for evermore.

MARITIME TRIBES.

No. LXX.

Perpetual Truce.

ARTICLE 2.

That in the event (which God forbid) of any of our subjects or dependants committing an act of aggression at sea upon the lives or property of those of any of the parties to this agreement, we will immediately punish the assailants and proceed to afford full redress upon the same being brought to our notice.

ARTICLE 3.

That in the event of an act of aggression being committed at sea by any of those who are subscribers with us to this engagement upon any of our subjects or dependants, we will not proceed immediately to retaliate, but will inform the British Resident or the Commodore at Bassidore, who will forthwith take the necessary steps for obtaining reparation for the injury inflicted, provided that its occurrence can be satisfactorily proved.

We further agree that the maintenance of the peace now concluded amongst us shall be watched over by the British Government, who will take steps to ensure at all times the due observance of the above Articles, and God of this is the best witness and guarantee.

L. S.	(Signed)	ABDOOLLA BIN RASHED, *Chief of Amalgavine.*
L. S.	„	HAMED BIN RASHED, *Chief of Ejman.*
	„	SAEED BIN BUTYE, *Chief of Debaye.*
	„	SAEED BIN TAHNOON, *Chief of the Beniyas.*
	„	SULTAN BIN SUGGUR, *Chief of the Joasmees.*

Approved by the Governor General in Council on 24th August 1853.

No. LXXI.

ADDITIONAL Articles for the protection of the Telegraph line and stations, agreed to before LIEUTENANT COLONEL LEWIS PELLY, Acting Political Resident, Persian Gulf, and appended to the Treaty of Peace of the 4th May 1853.

Whereas, under date 25th Rujjub 1269 (4th May 1853), we, Chief of the Joasmees, Chief of the Beniyas, Chief of Amalgavine, Chief of Ejman, Chief of Debaye, did agree to a perpetual Treaty of Peace at sea, and whereby our vessels have been respected and our commerce increased; and whereas the British Government, in the further interests of commerce and of the general peace, are preparing telegraphic lines and stations at various points in or near the Persian Gulf, we do hereby engage for ourselves, our heirs and successors, to respect and abstain from all and every interference with the said telegraphic operations that may be carried on by the said British Government in or near our territory.

And in the event (which God forbid) of any of our subjects or dependents committing an act of aggression or trespass on the said telegraphic lines and stations or other telegraphic material, we will immediately punish the offender and proceed to afford full redress upon the same being brought to our notice.

The telegraphic line being intended for the common good, our subjects and dependents shall be permitted to send messages by the Telegraph at such rates of payment as may be paid by British subjects.

BAHREIN.

The Island of Bahrein, owing to the richness of its pearl fisheries, was long a field of contention between the different powers that towards the end of last century strove for supremacy in the Persian Gulf. In the year 1799, after having often changed masters, it was conquered by the Uttoobee tribe, by whom it has ever since been held under allegiance at one time to Muscat and afterwards successively to the Wahabees, to Turkey and to Persia, and now in independence.

In 1820, after the capture of Ras-ool-Khyma by the expedition sent against the piratical tribes in the Gulf, the two Chiefs, Abdoolla bin Ahmed and Suleiman bin Ahmed, who then ruled Bahrein conjointly, signed a preliminary engagement (No. LXXII.) not to permit in Bahrein the sale of property procured by plunder and piracy, and to restore all Indian prisoners then in their possession. They also subscribed the general Treaty (No. LXV.) for the pacification of the Persian Gulf.

The Chiefs of Bahrein were not parties to any of the agreements concluded after 1820 with the Arab Chiefs except the engagement (No. LXVIII.) in 1847 for the suppression of the slave trade. This was signed on 8th May 1847 by Mahomed bin Khuleefa. This Chief was the grandson of Suleiman bin Ahmed, who had signed the general Treaty in 1820. Suleiman died in 1825, and his son Khuleefa, who had succeeded to his share in the government, died in 1834. Mahomed bin Khuleefa for some years was kept out of power by his grand-uncle Abdoolla bin Ahmed, but in 1843 he succeeded not only in recovering his rights, but in expelling Abdoolla bin Ahmed from Bahrein. The latter, who found refuge in Demam, made several unsuccessful attempts with the help of the Wahabees and the Chief of Koweit, to recover his power. He died in 1848, but his son Mahomed bin Abdoolla continued the feud. His warlike preparations and his piracies so endangered the peace of the Gulf, that in 1859 he was declared a public enemy and expelled from Demam by a British force. No sooner was this done, than Mahomed bin Khuleefa of Bahrein commenced to levy forceable imposts on Wahabee vessels and to carry off their property. On being remonstrated with,

he ostensibly put himself under allegiance first to Persia and then to Turkey. The policy of the British Government, however, as guardians of the general tranquillity of the Persian Gulf, required that Bahrein should be considered independent. Early in the year 1861, therefore, when the Chief of Bahrein, in violation of his Treaty engagements, again blockaded the Wahabee ports, he was forced by the Resident in the Persian Gulf to withdraw the blockade, and was required to conclude a perpetual Treaty (No. LXXIII.) of peace and friendship, binding himself to abstain from war, piracy, and slavery by sea on condition of protection against similar aggressions, and to permit all British subjects to trade with Bahrein on payment of an *ad valorem* duty of 5 per cent. on their goods.

No. LXXII.

TRANSLATION of the preliminary Treaty with the SHEIKHS of Bahrein.

In the name of God, the merciful, the compassionate!

Know all men, there hath come into the presence of General Sir William Grant Keir the Saeed Abdool Jalil, Vakeel on the part of the Sheikhs Suleiman bin Ahmed and Abdoolla bin Ahmed, and there have passed between the General and the said Abdool Jalil, on the part of the above named, the following stipulations:—

ARTICLE 1.

That the Sheikhs shall not permit from henceforth, in Bahrein or its dependencies, the sale of any commodities which have been procured by means of plunder and piracy, nor allow their people to sell any thing of any kind whatsoever to such persons as may be engaged in the practice of plunder and piracy; and if any of their people shall act contrary hereto, it shall be equivalent to an act of piracy on the part of such individuals.

ARTICLE 2.

That they shall deliver up all the Indian prisoners who may be in their possession.

BAHREIN.

Nos. LXXII & LXXIII.

ARTICLE 3.

The Sheikhs Suleiman bin Ahmed and Abdoolla bin Ahmed shall be admitted to the terms of the general Treaty with the friendly Arabs. End of the Articles.

Issued at Shargah in triplicate, on Saturday, the twentieth of the month of Rabe-ool-Thany, in the year of the Hegira one thousand two hundred and thirty-five, corresponding to the fifth of February one thousand eight hundred and twenty.

L. S.

(Signed) W. G. KEIR,
Major General.

The above Articles accepted by me in quality of Vakeel of the Sheiks named above.

(Signed) Saeed Abdal Jalil bin Saeed Yasal Tabatabay.

No. LXXIII.

TERMS of a friendly Convention entered into between Sheikh MAHOMED BIN KHULEEFA, independent ruler of Bahrein, on the part of himself and successors, and CAPTAIN FELIX JONES, Her Majesty's Indian Navy, Political Resident of Her Britannic Majesty in the Gulf of Persia, on the part of the British Government.

PRELIMINARY.—Considering the tribe disorders which arise and are perpetuated from maritime aggressions in the Persian Gulf, I, Sheikh Mahomed Bin Khuleefa, independent ruler of Bahrein, on my own part and on that of my heirs and successors, in the presence of the Chiefs and elders who are witnesses to this document, do subscribe and agree to a perpetual Treaty of peace and friendship with the British Government, having for its object the advancement of trade and the security of all classes of people navigating or residing upon the coasts of this sea:—

ARTICLE 1.

I recognize as valid and in force all former Treaties and Conventions agreed to between the Chiefs of Bahrein and the British Government, either direct or through the mediation of its representatives in this Gulf.

ARTICLE 2.

I agree to abstain from all maritime aggressions of every description, from the prosecution of war, piracy and slavery by sea, so long as I receive the support of the British Government in the maintenance of the security of my own possessions against similar aggressions directed against them by the Chiefs and tribes of this Gulf.

ARTICLE 3.

In order that the above engagements may be fulfilled, I agree to make known all aggressions and depredations which may be designed, or have place at sea, against myself, territories, or subjects, as early as possible, to the British Resident in the Persian Gulf, as the arbitrator in such cases, promising that no act of aggression or retaliation shall be committed at sea by Bahrein, or in the name of Bahrein, by myself or others under me, on other tribes without his consent or that of the British Government, if it should be necessary to procure it. And the British Resident engages that he will forthwith take the necessary steps for obtaining reparation for every injury proved to have been inflicted, or in course of infliction by sea upon Bahrein, or upon its dependencies in this Gulf. In like manner, I, Sheikh Mahomed bin Khuleefa, will afford full redress for all maritime offences, which in justice can be charged against my subjects, or myself, as the ruler of Bahrein.

ARTICLE 4.

British subjects of every denomination, it is understood, may reside in, and carry on their lawful trade in the territories of Bahrein, their goods being subject only to an *ad valorem* duty of 5 per cent. in cash or in kind. This amount once paid shall not be demanded again on the same goods if exported from Bahrein to other places; and in respect to the treatment of British subjects and dependants, they shall receive the treatment and consideration of the subjects and dependants of the most favoured people. All offences which they may commit, or which may be committed against them, shall be reserved for the decision of the British Resident, provided the British Agent located at Bahrein shall fail to adjust them satisfactorily. In like manner, the British Resident will use his good offices for the welfare of the subjects of Bahrein in the ports of the maritime Arab tribes of this Gulf in alliance with the British Government.

BAHREIN.

No. LXXIII.

ARTICLE 5.

These Articles of alliance shall have effect from the date of ratification or approval by the British Government.

Done at Bahrein this twentieth day of Zilkad, in the year of the Hegira 1277, *corresponding with the thirty-first day of May.* 1861.

Signature and Seal of FELIX JONES,
Political Resident in the Persian Gulf.

Seal of Sheikh Mahomed, Ruler of Bahrein.

Seal of Sheikh Ali bin Khuleefa, Brother of the above.

Elders of Bahrein and witnesses to this Convention.

Seal of Sheikh Hamid bin Mahomed, Cousin of Sheikh Mahomed.

Seal of Sheikh Ahmed bin Mubarek, Cousin of Sheikh Mahomed.

Seal of Sheikh Khuleefa bin Mahomed Cousin of Sheikh Mahomed.

Approved by His Excellency the Governor General in Council on the 9th October 1861, and ratified by the Government of Bombay on 25th February 1862.

PART III.

TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO THE

ARABIAN AND AFRICAN COASTS.

ADEN.

On the expulsion of the Turks in 1630, the greater part of Southern Arabia fell into the hands of the Imams of Senna. In 1735 the latter were in turn expelled from Aden and other districts by the native Arab tribes who assumed independence.

Abdalees (*Lahej*).—Aden, Lahej, and some villages to the north of Aden, with the country round them, were occupied by the Abdalee tribe.

The first political intercourse with the Chiefs of Aden took place in 1799, when a naval force was sent from Great Britain with a detachment of troops from India to occupy the Island of Perim and prevent all communication of the French in Egypt with the Indian Ocean by way of the Red Sea. The Island of Perim was found unsuitable for troops, and the Sultan of Lahej, Ahmed bin Abdool Kureem, received the detachment for some time at Aden. He proposed to enter into an alliance and to grant Aden as a permanent station, but the offer was declined. A Treaty (No. LXXIV.), however, was concluded with the Sultan in 1802 by Admiral Sir Home Popham, who was instructed to enter into political and commercial alliances with the Chiefs on the Arabian Coast of the Red Sea.

From that time there was little or no intercourse with Aden till 1837, when attention was drawn to the plunder and maltreatment of the crews of British vessels wrecked on the Aden Coast. The most notable case was the plunder of the *Deria Dowlut*, the crew of which were

ADEN.

stripped and most barbarously treated. Captain Haines, who was then employed in the survey of the Arabian Coast, was instructed to demand satisfaction. He was at the same time to endeavour to purchase Aden as a coaling depôt for the steamers plying between India and the Red Sea. The Sultan Mahsin, who had succeeded his uncle Sultan Ahmed in 1827, at first denied all participation in the plunder, but finding the British Commissioner firm in his demands, he eventually consented to give up part of the property, and paid compensation for the rest. A draft Treaty for the cession of Aden was laid before the Sultan, to which he verbally gave his consent and promised formally to agree after consulting his Chiefs. In this draft the amount of compensation to be paid for Aden was left undetermined, but it was afterwards arranged that an annual payment of 8,700 crowns should be made. On 22nd January 1838 Sultan Mahsin sent a letter under his seal,* engaging, after two months, to make over Aden, but stipulating that the Sultan's authority over his people in Aden should be maintained after the cession. To the continuance of the Sultan's jurisdiction the British Agent objected. The Sultan replied that he was willing to abide by the terms first offered, but if these were not accepted, his letter of 22nd January should be returned to him. Negotiations were at this stage when a plot was laid by Ahmed, the Sultan's son, to seize the Agent and rob him of his papers. Delivery of the property stolen from the wreck of the *Deria Dowlut* was also refused; preparations were therefore made to coerce the Sultan. On 19th January 1839 Aden was bombarded and taken, and the Sultan and his family fled to Lahej. On 2nd February peace (No. LXXV.) was made in the Sultan's name by his son-in-law, and on 18th June the Sultan himself signed a Bond (No. LXXVI.) engaging to maintain peace and friendship with the British Government, who agreed to pay

* At pages 282 and 283 of a Collection of Treaties published by Mr. Hughes Thomas in 1851 under the authority of the Government of Bombay, an extract from a letter of the Sultan of Lahej, dated 23rd January 1838, is given, which purports to complete and conclude the transaction for the transfer of Aden to the British Government. The facts, however, are, as stated in the text, that in the sequel of the letter the Sultan desired that the negotiations should be broken off if his jurisdiction in Aden were not admitted; and the bargain, owing to the subsequent course of events, was never concluded. The title of the British Government to Aden rests exclusively on conquest, and not on purchase.

him and his heirs 6,500 German crowns a year, and likewise to pay the stipends which the Sultan was bound to give to the Foudhelee, Yaffaee, Hooshabee, and Ameer tribes. Peace, however, was soon after broken, by an unsuccessful attempt which Sultan Mahsin made in November 1839 to retake Aden, and the payments were therefore stopped. A second attack made in May 1840 was also unsuccessful, and the repulse of a third attack in July of the same year completely disheartened the Arabs for a time. In 1843 Sultan Mahsin came to Aden and sued for peace. An engagement (No. LXXVII.) was made on 11th February 1843, which the British Government considered in the light of an agreement to be observed between the Political Agent and the Sultan, but not of a Treaty to be formally ratified. In February 1844 a monthly stipend of 541 crowns was restored to the Sultan with a year's arrears, and before paying it, another agreement (No. LXXVIII.) was taken from him, binding him faithfully to observe his engagements.

Sultan Mahsin, Chief of the Abdalee tribe, died on 30th November 1847, and was succeeded by his son Ahmed, who died on 18th January 1849, and was succeeded by his brother Ali Mahsin. Shortly after his accession, a Treaty (No. LXXIX.) of peace, friendship, and commerce which was under negociation with his predecessor was concluded with him. Among its other provisions this Treaty stipulated for the restoration of the monthly stipend which had been stopped in consequence of the share taken by Sultan Mahsin in an attack on Aden in August 1846.

Ali Mahsin, Sultan of Lahej, died on 7th April 1863. His son Foodhel Ali Mahsin was elected by the tribes and elders to succeed him in the government. The stipend enjoyed by his father has been continued to him.

Foodhelees.—The Sultans of Lahej had been in the habit of paying annually sums of money to the neighbouring tribes through whose territory the trade of the country passed, and these payments were continued by the British Government on condition of the Chiefs remaining in friendly alliance. From the weakness of the character of Ali Mahsin, through whom it was the early policy of the Agent to transact all business with the Arabs of Aden, the neighbouring tribes ventured for some years to perpetrate a series of atrocities upon individual British Officers and others, which the Sultan was quite unable to prevent or

ADEN.

punish. His efforts, indeed, to procure compliance with the demands of the British Government for satisfaction for these outrages brought on him the hostility of his rivals the Foodhelee tribe, who had sheltered some of the murderers, and who endeavoured to stir up some of the neighbouring tribes to hostility with the British. The Foodhelees, with whom an engagement (No. LXXX.) was concluded after the capture of Aden, are one of the most powerful, fanatical, and warlike tribes near Aden. Their possessions lie immediately to the east of that Settlement. The stipend of the Foodhelee Chief was stopped till he should expel the criminal who had taken refuge with him. This he did, and on the restoration of his stipend, he voluntarily signed an agreement (No. LXXXI.) to protect the roads from Aden through his territory. The powerlessness of the Sultan of Lahej, however, to prevent or punish these crimes led to a change in the policy of dealing with the tribes, and to the commencement of intercourse with the Chiefs direct instead of through the Sultan of Lahej.

Akrabees.—The Akrabee tribe are a sub-division of the Abdalees, who, under Sheikh Mehdi, threw off allegiance to Abdool Kureem of Lahej and became independent. Their residence is at Bir Ahmed and the harbour of Little Aden. An engagement (No. LXXXII.) was concluded with them after the capture of Aden. In 1857 the Chief of the Akrabee tribe renewed (No. LXXXIII.) his profession of peace and good will. In 1863 an agreement (No. LXXXIV.) was made with him, in which, for an immediate payment of 3,000 dollars and a monthly stipend of 30 dollars, he engaged not to sell, mortgage, or give for occupation, save to the British Government, any portion of the Peninsula of Little Aden.

Oulakees.—This tribe occupies the coast from the borders of Hudramat westwards about fifty-five miles, and about two hundred miles inland. The tribe is divided into two sections, the upper and the lower Oulakee, each under an independent Chief. In 1855 an engagement (No. LXXXV.) was made with them for the prohibition of slavery.

Other Tribes.—After the conquest of Aden, the efforts of the Political Agent were chiefly directed to the establishment of friendly relations with the Arab tribes in the neighbourhood, with several of whom, the Hooshabees, Yaffaees, Subeihees, and others, engagements (Nos. LXXXVI. to XCIII.) were concluded.

ADEN.

No. LXXIV.

Abdalees (Lahej).

The following is a list of Aden Chiefs who receive stipends from the British Government :—

Names.	Annual amount of Stipends. Rs.	A.	P.
Sultan Ahmed bin Abdoolla Foodhelee, of Foodhelee tribe	782	15	0
Sultan Foodhel Ali Mahsin of Lahej, of the Abdalee tribe	14,119	15	0
Sheikh Abdool Bahadoor Mehdi, Akrabee Chief	782	15	0
Sultan Obaid bin Yehia, of the Hooshabee tribe...	1,409	6	2
Sheikh Salleh, of the Allowee tribe	130	7	11
Sultan Mahomed Syud, of the Ameer tribe	108	11	11
Sultan Ali Ghoolab, of the Yaffaee tribe	543	11	11
Sheikh Widjedeen D'bene	91	5	7
Sheikh Allidulla Rugaee, of the Subeihee tribe	26	1	7

No. LXXIV.

His Excellency the Most Noble the Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Majesty's Most Honourable Privy Councillors over all the British Possessions in the East Indies, being desirous of entering into a Treaty of amity and commerce with Sultan Ahmed Abdool Kureem, Sultan of Aden and its dependencies, has named, on his part, Sir Home Popham, Knight of the Most Sovereign Order of St. John of Jerusalem, and Ambassador to the States of Arabia; and the said Sultan has named Ahmed Basaib, Prince of Aden, who having both met, and being satisfied with each other's powers, have agreed to the following Articles for the mutual benefit of their respective nations, but subject to the final ratification of His Excellency the Most Noble the Governor General of India:—

Article 1.

That there shall be a commercial union between the Honourable the East India Company, or such British subjects as may be authorized by the Governor General of India, and the subjects of Sultan Ahmed Abdool Kureem.

ARTICLE 2.

The Sultan agrees to consider the ports of Aden as open for the reception of all goods brought on British ships, which goods or merchandize are to pay a duty of two per cent. and no more, for the space of ten years, on the invoice or manifest of the goods, and no other charges whatever are to be exacted for anchorage, weighing, or custom-house fees, by the Sultan or any of his Officers.

ARTICLE 3.

After the aforesaid term of ten years is expired, then the duties are to be raised to three per cent. and never to be made higher by the Sultan, his heirs and successors, on pain of forfeiting the friendship and commercial intercourse of the British nation. The Sultan also binds himself not to make any other charges whatever, of anchorage, weighing, or custom-house fees, under the penalty before mentioned.

ARTICLE 4.

The same duties of two per cent. for the first ten years, and three per cent. for ever after, are also to be paid on all goods exported from Aden, which are the produce of the Sultan's territories, or the country surrounding them; and no other charges or demands whatever are to be made on those goods by the Sultan or any of his Officers.

ARTICLE 5.

If, however, any goods are purchased by the Honourable the Company, or any British subjects in the town or the port of Aden, the produce of Africa, Abyssinia, or any other country, not in the possession of the Sultan, then no duty is to be paid, as it is to be considered that such goods have paid a duty on their first being landed, and consequently the Sultan agrees that they shall not pay duty a second time.

ARTICLE 6.

The British subjects who use the ports of Aden shall have the privilege of transacting their own business, and not be obliged to commit it to the arrangement of any other person, nor forced to use any broker

or interpreter whatever, unless they shall please to do so; and then such broker or interpreter to be a person of their own choice, and not subject to any control on the part of the Sultan.

ARTICLE 7.

It shall be lawful and free for the subjects of the British nation to make over their property to whomsoever they please, without any control, either in health or in sickness; and if any person, being a British subject, should die suddenly and without a will, then the whole of his property, after paying his just debts to the subjects of the Sultan, is to be vested in trust in the hands of the British Resident, to be transmitted by him to the Supreme Government, or any other Presidency, for the benefit of his family and his lawful heirs.

ARTICLE 8.

That no dispute may hereafter arise about the person claiming the protection of the British flag, whether European or Native, a Register shall be kept of all the British subjects residing at Aden, where every person having a certificate from either of the Presidencies in India shall, by that certificate, be registered in the Office of the Cadi and the British Resident, and if he fails to register himself, he shall not be entitled to the benefits contained in the seventh Article.

ARTICLE 9.

The benefit resulting from the seventh Article is to be considered as extending to any travelling merchants, or supra cargoes, being subjects of the British Government, and the crews of all the ships navigating under the British flag, upon a certificate being produced from the Commander of such ships to which they belonged at the time of making a will, or dying without one.

ARTICLE 10.

The Sultan binds himself, his heirs and successors, to give every assistance in his power to recover the debts due from any of his subjects to the British subjects; and that after three months from the time that any British subject shall send his demand to the Cadi for his assistance

ADEN.

No. LXXIV.

Abdalees (Lahej).

and prove a just debt, that then, if it is not paid, the Cadi shall have the power to order the property of the debtor to be seized and sold for the benefit of the creditor; but if the person owing the debt to the British subject has no property, then the Cadi shall confine him in gaol till some arrangement is made which is satisfactory to the British Government.

ARTICLE 11.

If any disputes arise between registered British subjects, they are to be referred to the British Resident, who is to give his award according to the best of his judgment, founded on the laws of his own country. This award to be final in any case not exceeding two thousand dollars; but above that sum it is to be subject to an appeal in the different Presidencies of India. If, however, either party refuses to comply with this award, then the Sultan is to give power to the Cadi to imprison the party, according to the request of the Resident. This Article is introduced for the purpose of establishing the most perfect regularity and harmony between the registered subjects of the British nation and those of the Sultan.

ARTICLE 12.

All disputes between the subjects of the Sultan and those of the British nation are to be settled by the established laws of the country.

ARTICLE 13.

The Sultan agrees, for the consideration of dollars, to give over a piece of ground on the west side of the town, of yards by yards, for the use and purpose of the British nation, on which the Company may erect any house or building, and completely wall it in, if it shall be judged necessary to do so; and the Sultan agrees to prevent any building whatever from being made within twenty yards in front of the said Company's wall, or fifteen yards on either side.

ARTICLE 14.

The British nation not to be subject to any indignities, and to have free permission to enter the town by any gate or direction, and ride, or use, without the least molestation whatever, either horse, mule, ass, or any other beast which they may think proper.

ARTICLE 15.

If any soldier or British subject, not being a Mahomedan, should desert and go to the Cadi or other Officer of Government and offer to embrace the Mussulman religion, then the Cadi is to make a report to the Resident, that he may claim him as a British subject; but if no claim is made after the expiration of three days from the time the report is made by the Cadi, or other Officer, he is to act as he pleases with the person who so deserts from his own country.

ARTICLE 16.

The Sultan to give over a piece of ground as a public burying place for all the British subjects who may die in the territories of the Sultan, and no charge to be made for the interment of any person except such as shall be agreed on for those who assist in the funeral.

ARTICLE 17.

Any other Articles which may be proposed by either of the parties and mutually agreed on may be hereafter entered in this Treaty, and the Ambassador on the part of the British Government is ready to convey any further proposition from the Sultan to the Governor General, or enter into a contract for the purchase of any quantity of coffee, or the delivery of any British goods, on the prices which may be mutually agreed on.

The above-written seventeen Articles of Treaty, having been read and maturely considered by the plenipotentiaries on both sides and the Sultan, the Sultan has put his hand and seal to a true copy in Arabic, and the British Ambassador has set his hand and seal to this English copy, on board of His Majesty's Ship the *Ranney* in Aden Roads this 6th day of September 1802.

(Signed) HOME POPHAM.

No. LXXV.

COPY of a Treaty of friendship between the Abdallees and English signed by Sultan M. Houssain's accredited Agent and son-in-law.

Bismillah Rehmaan Rehim Bemenet Alla!

From this day and the future, Syud M. Houssain bin West bin Hamed Suffrain gives this promise to Commander Haines, gentleman, on his own head, in the presence of God, that there shall be friendship,

ADEN.

No. LXXV.

Abdalees (Lahej).

and peace and every thing good between the English and Abdalees. I promise no wrong or insult shall be done, but it shall be peace and the British Government agree to the same. Sultan M. Houssain and all interior Sultans agree to this, and I am responsible, all those even on the roads to the interior shall be kept from molesting any one by me, as they were when Sultan M. Houssain possessed Aden. This is agreed upon between me and Commander Haines on the part of government, and I promise to do even more than I have hitherto done, please God. I require respect from Commander Haines in return, and more than before if possible.

(Signed) SYUD M. HOUSSAIN WEST.
17TH ZILKADAH, 2nd *February* 1839. „ HASSAN CATEEF.
„ S. B. HAINES.

COPY of a TREATY between SULTAN M. HOUSSAIN and his children and the English through his accredited Agent.

This Treaty is formed between Syud Mahomed Houssain and Hassun Cateef on account of the Sultan of Lahej and Commander Haines, the Agent to the Government.

On the word and promise of Sultan M. Houssain, I promise that no insult or molestation shall take place on the road, or between the English and my people, and that all shall be peace and quietness; and I agree that between my people and your people there shall be no difference or oppression, and that the English agree that all shall be peace, and that all merchants shall be free to trade without oppression.

The witnesses to this are—

RASHED ABDOOLLA.
HADJEE M. HOUSSAIN.
SHAH MONTEE.
HADJEE JAFFER.

(Signed) SYUD M. HOUSSAIN BIN WEST.
„ HOUSSAIN BIN ABDOOLLA CATEEF.
4*th February* 1839. „ S. B. HAINES.

Approved by the Bombay Government on 23rd February 1839.

No. LXXVI.

ADEN.

No. LXXVI.

Abdalees (Lahej).

TRANSLATION of a BOND entered into by SULTAN M. HOUSSAIN FUDTHEL and his sons SULTAN AHMED M. HOUSSAIN FUDTHEL, ALI, ABDOOLLA, and FUDTHEL, with Commander HAINES, the Political Agent at Aden.

Sultan M. Houssain Fudthel and his sons named above agree, with a view to the tranquillity of their territory, the protection of the poor and weak, the security of their tribe, and the safety of the roads, that the Sultan shall be answerable for any outrages committed by his people on the roads, and that they shall not offer any opposition to the British Government; that the interests of both shall be identical. The claim for the stipends due to Foodheli, Yaffaee, Hooshabee, and Ameer tribes shall be upon the British Government. Sultan M. Houssain and his children, in perpetuity, and from generation to generation, shall receive from the British Government a stipend of 6,500 dollars annually, to begin from the month of Zilkad Hegira 1254 (January, February 1839). The land from Khoor Muksa to Lahej, as far as it is known to belong to the Abdallee tribe, is under the authority of the Sultan. In case of any attacks upon Lahej or the Abdallee tribe, or upon Aden or the British troops, we (the Sultan) and the British shall make a common cause. Any of our subjects entering Aden must be obedient to the British laws, and any of the British subjects, when in Lahej, must submit to our authority. If I (the Sultan) or my children proceed to and from Aden, we shall not be liable to any customs.

Dated Tuesday, 6*th Rubeeoosanee Hegira* 1255, 18*th June* 1839.

Seal of M. Houssain Fudthel.

Witnesses:

(Signed) JAFFER, *Vakeel of Commander Haines.*
" HASSAN ABDOOLLA ALI CATEEF.
" ABDOOL SUFFER BIN.
" ABDOOLLA RUBEE.
" ALI BE ABDOOLLA.
" ALI AHMED.

Ratified by the Right Honourable the Governor General of India on the 24th of October 1839.

(Signed) T. H. MADDOCK,
Offg. Secy. to the Govt. of India, with the Governor General.

ADEN.

No. LXXVII.

No. LXXVII.
Abdalees (Lahej).

This TREATY is made by SULTAN M. HOUSSAIN FUDTHEL, his heirs and successors, the tribes of the Azeibee and Sellamee, on their visit to Aden on Saturday, the 27th day of Shar el Hadjel Haram 1258.

Being anxious to make peace with the British Government, Captain Stafford Bettesworth Haines, in the name of the British Government, has given his consent and has made peace with Sultan M. Houssain Fudthel and his adherents, and on this Treaty has Sultan M. Houssain Fudthel placed his seal, and Captain Stafford Bettesworth Haines, on the part of the British Government, has set his seal. Inasmuch as peace is good and desirable for both parties, the Sultan M. Houssain Fudthel of Lahej, in the name of himself, heirs, successors, and the tribes of Sellamee and Azeibee, and Captain Stafford Bettesworth Haines, on the part of Her Most Gracious Majesty Queen Victoria 1st, of Great Britain and Ireland, have made this holy agreement, that between the two governments shall exist a firm and lasting friendship that shall never be broken from the beginning unto the end of all things, and to this agreement God is witness.

ARTICLE 1.

In consideration of the respect due to the British Government, Sultan M. Houssain Fudthel agrees to restore the lands and property of all kinds belonging to the late Hassan Abdoolla Khuteeb, Agent to the British at Lahej, after such property shall be proven. But the Sultan M. Houssain expects in return that certain revenue and territorial books styled Deiras, said to be in the possession of the Khuteeb family, should be restored to the government of Lahej, and then their persons shall be safe, should they wish to go inland.

ARTICLE 2.

The Sultan will, on the same consideration, and has, in the presence of witnesses, settled all claims made by Shumaiel, the Jew, and he will also attend to all claims that may be brought against him during his fifteen days' residence in Aden.

ARTICLE 3.

Such transit duties as shall be hereafter specified shall be exacted by the Sultan, who binds himself not to exceed them. The Sultan will also, by every means in his power, facilitate the intercourse of merchants, and he shall in return be empowered to levy a moderate export duty.

ARTICLE 4.

The Sultan engages to permit British subjects to visit Lahej for commercial purposes and to protect them, allowing toleration of religion, with the exception of burning the dead.

ARTICLE 5.

Should any British subject become amenable to the law, he is to be made over to the authorities at Aden, and in like manner are the subjects of the Sultan, to be made over to his jurisdiction.

ARTICLE 6.

The bridge at Khore Muksa is English property, and as such shall be kept in order by them; but should it be proved that it is destroyed by the followers of the Sultan, he shall repair it.

ARTICLE 7.

The Sultan binds himself, as far as he can, to keep the roads clear of plundering parties and to protect all merchandize passing through his territories.

ARTICLE 8.

British subjects may, with the permission of the Sultan, hold in tenure land at Lahej, subject to the laws of the country, and in like manner may the ryots of the Sultan hold property in Aden subject to the British laws.

ARTICLE 9.

Such articles as the Sultan may require for his own family shall pass Aden free of duty, and in like manner all presents and all government property shall pass the territories of the Sultan free from transit duty.

ADEN.

Nos. LXXVII & LXXVIII.

Abdalees (Lahej).

ARTICLE 10.

With regard to the stipend of the Sultan, it entirely rests with Captain Haines and the British Government. The Sultan considers the British his true friends, and likewise the British look upon the Sultan of Lahej as their friends.

This Treaty is concluded on the 11*th day of Shar Mohurrum Haram Ashoor, in the year of the Hegira* 1258, 11*th February* 1843.

Seal.

Seal.

(Signed) S. B. HAINES, *Captain, I. N., &c., Political Agent, Aden.*

No. LXXVIII.

The following further BOND was entered into by the SULTAN of LAHEJ on the 20th February 1844, previous to the renewal by government of payment of his monthly stipend of five hundred and forty-one German crowns, which had been stopped in consequence of his having broken his former engagements.

ARTICLE 1.

The Right Honourable the Governor General of India having been graciously pleased to grant to me a monthly salary of 541 German crowns, so long as I continue to act honestly and amicably towards the British, in every respect adhering to the terms of my late Bond, dated 11th February 1843, especially sworn and delivered to Stafford Bettesworth Haines, Esq., Captain in the Indian Navy, and Political Agent at Aden.

ARTICLE 2.

I hereby solemnly attest the religious sincerity thereof, and moreover declare that in all things relating to the peace, progress, and prosperity of Aden, I will use every effort to avert calamity, and lend my utmost

aid to support the interests of the British flag; and I will conform in all intention and purpose to the Articles specified in my late Bond dated 11th February 1843.

ARTICLE 3.

I further bind myself by oath, that should any breach of faith, or trespass on the aforesaid Bond, either as concerning myself, children, Chiefs, or any other person or persons of my tribe, or those in my pay, or any individual whomsoever in any way or by any means connected with my government or under my jurisdiction, or should one or any of the aforesaid persons be in any manner convicted of having been privy to or accessary to such breach of faith, or trespass on the Treaty, or of committing any act of plunder whatever on the roads leading into Aden from the interior, to take the whole responsibility on myself and to be answerable to the British; and if I or other above mentioned, either openly or by secret machination, protect any offender, and do not render entire satisfaction to the British, I freely and solemnly swear to relinquish all claim to the salary granted by the Right Honourable the Governor General of India and declare myself perjured before all men.

ARTICLE 4.

I further swear that, if I do not strictly abide henceforth by the Bond dated 11th February 1843 and the above-mentioned conditions, all claim I may have on the kindness, friendship, and generosity of the British Government is rendered null; and consequently, for any breach of truth or aggression on my part for the future, I render myself open to the severest retribution.

Dated the 20th February 1844.

Seal of the Sultan.	(Signed)	SULTAN M. HOUSSAIN FUDTHEL.
	,,	S. B. HAINES, *Captain, I. N., and Political Agent at Aden.*

ADEN.

No. LXXIX.

Abdalees (*Lahej*).

No. LXXIX.

To secure commercial advantages with friendly intercourse, good will, and a lasting peace to both powers, this Treaty is made, agreed to, sealed and signed by those possessing full power and authority, viz., SULTAN ALI IBN M. HOUSSAIN FUDTHEL, for himself, his heirs and successors, also for the Azzabee and Salamee tribes, and all other tribes and divisions of tribes under his government, authority, or control, and STAFFORD BETTESWORTH HAINES, ESQ., Captain in the Indian Navy, and Political Agent, Aden, being invested with full power so to do from the Right Honourable the Governor General of India, but it must be subject to the final ratification of the Government of India.

Inasmuch as peace and commercial intercourse and prosperity is good and desirable among all nations, and particularly advantageous to the powers above named, the Sultan Ali M. Houssain Fudthel of Lahej, in the name of himself, heirs, successors, and all tribes under his government, control, and authority, and Captain Stafford Bettesworth Haines, on the part of the Right Honourable the Governor General of India, make this agreement, that between the two governments shall exist a firm and lasting friendship which shall never be broken, and both parties agree to and ratify, under seal and signature, the following Articles :—

ARTICLE 1.

In consideration of the respect due to the British Government, Sultan Ali M. Houssain Fudthel binds himself to secure to the rightful owners all ground, household or other property that may be within the limits of his territory belonging to the British subjects of Aden, and that their persons or agents shall be safe and respected, should they proceed inland to look after and collect the rents of such property, or for any other correct purpose.

ARTICLE 2.

Sultan Ali M. Houssain Fudthel engages to permit British subjects and all inhabitants of Aden to visit Lahej or any part of his territory, for either commercial purposes or pleasure excursions; he will ensure them protection, and full toleration of religion, with the exception of burning the dead.

ARTICLE 3.

Should any British subject become amenable to the law, he is to be made over for trial and punishment to the authorities at Aden.

ARTICLE 4.

British subjects may, with the permission of the Sultan of Lahej, hold in tenure land at Lahej or other towns, or villages in his territory, subject to his law, and in like manner may the ryots of the Sultan of Lahej hold property in Aden, subject to British law and jurisdiction.

ARTICLE 5.

The bridge of Khore Muksa, and the plain between it and the Mountains of Aden forming the Isthmus, is British property, and no farther north.

ARTICLE 6.

Sultan Ali M'Houssain Fudthel binds himself to keep the roads leading to Aden clear of plundering parties, and to protect all merchandize passing through his territory, punishing, if in his power, all who plunder, molest, or injure others.

ARTICLE 7.

Such articles as the Sultan of Lahej may personally require for his own household shall pass Aden free of all custom duty, and in like manner all government property shall pass the territories of the Sultan free from transit duty.

The Sultan of Lahej binds himself to levy only the following transit duties within his territory upon all goods passing into Aden from the hills, *viz.*, belonging to British subjects :—

Wheat	2	per cent.	upon	inland value.
Jowari	2	,,	,,	,,
Flour	2	,,	,,	,,
Ghee	2	,,	,,	,,
Grass and fruits of all kinds ...	2	,,	,,	,,
Honey	2	,,	,,	,,
Fooah	2	,,	,,	,,
Dholl	2	,,	,,	,,

ADEN.

No. LXXIX.

Abdalees (Lahej).

Senna ...	... 2	per cent. upon inland value.
Gums, Frankincense, &c.	... 2	" " "
Worruss ...	... 2	" " "
Coffee ...	... 2	" " "
Khaut ...	... 2	" " "
Vegetables ...		Free of duty, being the growth of the Abdalee territory,
Wood ...		
Grass and kirby ...		

and 2 per cent. upon all articles not enumerated.

Articles passing out from Aden into his territory,—

Outub Cotton	2	per cent.
Snuff	2	"
Pepper	2	"
White and cotton cloths	2	"
Iron lead	2	"
Hookahs	2	"
Dates	2	"

and 2 per cent. on all articles not enumerated above.

ARTICLE 8.

Sultan Ali M. Houssain Fudthel binds himself to encourage the growth of all kinds of European and Native vegetables for the Aden market.

ARTICLE 9.

Sultan Ali M. Houssain Fudthel most solemnly attests the religious sincerity of this agreement, and moreover declares that in all things relating to the peace, progress, and prosperity of Aden, he will lend his utmost aid to support the interest of the British, and will listen to, and, if possible, attend to the advice of, the British Government representative in Aden in all matters.

ARTICLE 10.

Sultan Ali M. Houssain Fudthel further binds himself by oath, that should any breach of faith, or trespass on the aforesaid Bond, either as concerning himself, children, relatives, Chiefs, or any other person or

ADEN, LAHEJ.

No. LXXIX *A*.

No. LXXIX *A*.

TERMS of Convention entered into between SULTAN FADHIL bin MAHSIN ABDULLA, on the one hand, and LIEUTENANT-COLONEL W. L. MEREWETHER, on the part of Her Majesty's Indian Government, on the other, this 7th day of March 1867, in regard to an aqueduct to be made between Sheik Othman and Aden, and, if necessary, from a more distant point, for the purpose of supplying the Garrison and Town of Aden with a sufficiency of fresh water.

ARTICLE 1.

THE work of the aqueduct to be entirely carried out by the British Government, and in the first instance everything to make the scheme complete, including camels for the Persian wheels, to be given by the British Government.

ARTICLE 2.

When the aqueduct has been finished and it has been put into complete working order, its future maintenance to rest with the Sultan of Lahej, cost of repairs and renewal of stock being paid for by him out of his share of the profits realized by sale of the water.

ARTICLE 3.

The works at Sheik Othman or at Dhurub, if the aqueduct is extended to the latter place, as well as the whole line of aqueduct from those places to Aden, to be watched and protected by the Sultan of Lahej.

ARTICLE 4.

The remains of the old aqueduct to be given free for use in the construction of the new work. In return for the use of the water and what he binds himself to perform, the Sultan of Lahej to receive half of the amount* realized by the sale of the water in Aden; account to be rendered and amount to be paid over monthly.

* Sale price, 1 rupee per 100 gallons.

ARTICLE 5.

Repairs, when necessary, to be executed through the Resident, who will then, before payment of monthly profits to the Sultan of Lahej, deduct the whole, or a portion, of the cost thereof, as he deems right.

ADEN, LAHEJ.

No. LXXIX A.

ARTICLE 6.

A good road, 45 feet broad, clear and level, to be made by the Sultan of Lahej out of the profits from the Khore Muksa to Sheik Othman and on to Dhurub if the aqueduct be extended there. The road may be made under the direction of the Resident, who will recover the cost in the same manner as for repairs.

ARTICLE 7.

The British Government to make a similar road from the Khore Muksa into Aden.

ARTICLE 8.

The above to be binding on Sultan Fadhil bin Mahsin Abdulla, Sultan of Lahej, and his successors.

(Sd.) FADHIL bin MAHSIN,
Sultan of Lahej.

" W. L. MEREWETHER, *Lieut.-Col.,*
Resident, Aden.

persons of his tribe, or those in authority under him, or in his pay, or by any means connected with this government, or under his jurisdiction, or should one or any one of the aforesaid persons be in any manner convicted of having been privy to or accessory to such breach of faith, or trespass on the Treaty, or of committing any act of plunder on the roads leading to Aden through his territory, to take the whole responsibility on himself and to be answerable to the British Government. Further, if he, or any other above mentioned, either openly or by secret machination, protect any offender, and do not render entire satisfaction to the British, and for any breach of the above Articles, he freely and solemnly swears to relinquish all claims to the salary (hereafter mentioned) granted by the Right Honourable the Governor General of India and declares himself a perjured man.

Article 11.

Stafford Battesworth Haines, Captain in the Indian Navy, and Political Agent at Aden, being duly authorized, does hereby solemnly promise, in the name of the Right Honourable the Governor General of India, to pay to Sultan Ali M. Houssain Fudthel, his heirs and successors, the sum of five hundred and forty-one German crowns per month, so long as he or they continue to act with sincerity, truth, and friendship towards the British, and in every respect strictly adhering to the terms of this Treaty.

This Treaty is concluded and agreed to this seventh day of March, in the year of our Lord one thousand eight hundred and forty-nine.

In witness whereof we have set our seal and signature.

Seal. (Signed) S. B. Haines, *Captain, I. N., Political Agent.*

Ratified by the Most Noble the Governor General of India on the 30th October 1849.

(Signed) H. M. Elliot,
Secy. to the Govt. of India, with the Govr. Genl.

ADEN.

No. LXXX.

Foodhelees.

No. LXXX.

TRANSLATION of a Bond from SULTAN AHMED BIN ABDOOLLA FOODHELEE.

Sultan Ahmed bin Abdoolla Foodhelee, his brothers Saleh, Nasir, and Fudl, and his cousins, do hereby agree, that they enter into an agreement with their tribe, and those dependent upon them and those upon the latter, as before arranged with Commander Haines, who agrees to pay to these people the stipend which they used to receive from Sultan M. Houssain Fudl Abdalee. The agreement which has passed between them (the Sultan and Commander Haines) is, that whatever belongs to the Sultans of Abdalee, former and succeeding, and to those of Foodhelee, former and succeeding, shall be theirs; that the Abdalee shall be responsible, as stipulated, for all injuries or outrages perpetrated in Lahej, its vicinity, or within its limits, or in Aden, its roads, or its limits; and the above Sultan Ahmed, for all acts of excess on the part of any of the Foodhelee, their clans, or those dependent upon them. In case Sultan Ahmed afford any assistance to any other Sultan or tribe, this agreement shall be null and void. Our (Sultan Ahmed's) hand and Sultan M. Houssain's hand is one and the same. Our friends and his friends are identical. If any of the above tribe commit any plunder or depredation on the roads or in Lahej, the Bond that we possess shall be null, until we shall recover and restore the plundered property. Should any assault or murder be committed in Lahej or Aden, or on their roads, and should the act be brought home to any of the Foodhelee or their tribe, he shall be seized and is to be considered an offender. This Bond is always binding, and shall never become a dead letter. We shall draw the settled stipend every six months, and whenever there shall be any pressure of necessity, Government shall pay us a part (intermediately). The payment is to commence from the month of Zilkad Hegira 1254 (January, February 1839). Whatever is fixed for the above people shall be received by them through us or Sultan M. Houssain or his children. These are the stipulations agreed to by Sultan Ahmed Foodhelee, and which are mediated by Salim bin Sheikh and Syud bin Sulah, who are the Vakeels of Sultan Ahmed. This agreement is consented to on Monday, the 26th day of Rubbee-ool-Akhir Hegira 1255 (8th July 1839). The half-yearly allowance which we

shall receive from government is 182¼ Cooroosh, half of which is 91⅛. The provisions which the above people are accustomed to receive must be given to them at Lahej through the Sultan or his children.

(Signed) SULTAN AHMED BIN.
ABDOOL BIN AHMED FOODHELEE.

Witnesses:

MOOLLA JAFFER, *Vakeel of Commander Haines.*
ALI BIN ABDOOLLA AHMED.
SALIM BIN NASIR, *Arab.*
CAZEE ABDOOL RUZAK BIN ALI.

No. LXXXI.

Seal of Ahmed bin Abdoolla, the Foodhelee.

An honourable Bond and a great writing!

I, whose name and seal are set herein, have covenanted to the beloved Alowi bin Zain Alaidroos upon peace and friendship between us and the Governor, William Coghlan Sahib, the ruler of Aden, and also upon the safety of the road and security of the poor from Lahej to Aden. I am responsible for every sedition that may take place on the road on the part of all the Foodhelee tribes, either inhabitants of the hills or coast. I am answerable for it for all what goes to them on the roads of Ibian and Aden. Whatever plunder may take place upon our subjects on the coast, I will call upon Syud Alowi, and the Governor of Aden has the interposition.

If God should decree a quarrel between the Foodhelee and the Abdalees, each would know his own friend, and the English should not interfere amongst Arabs. Each would go on according to his rule and covenant, and if any one should try to make mischief betwixt us (Foodhelee and English), the saying of such enemies must not be listened to.

ADEN.

Nos. LXXXI & LXXXII.

Akrabees.

The Governor of Aden should abolish the invention which they have established at the gate of Aden upon the poor of our subjects and others; for the sake of the good condition of the needy, we and the English are friends upon sincerity and good will between them and us, and protection for our said friends (subjects).

I have covenanted to the beloved Alowi and he will covenant on my behalf to the Governor, William Coghlan.

In the presence of

SALEH BIN ABDOOLLA.
NASIR BIN ABDOOLLA.
FOODHEL BIN ABDOOLLA.
ALI BIN AHMED AZAB.

No. LXXXII.

ENGAGEMENT of peace and friendship entered into, on the 4th February 1839, by SULTAN HYDRA BIN MEHDI, of the Akrabees, and SHEIKH ABDOOL KUREEM BIN SALLAH MEHDI, SHEIKH FUDTHEL BIN HYDRA BIN AHMED, of Sela, Akrabee Chiefs, with Commander Haines, of the Indian Navy, on behalf of the Honourable East India Company.

Between the British and Akrabees there shall be peace and lasting friendship. Aden, belonging to the English, and the Akrabee tribe, shall be at peace and firm friends. If the subjects of either wish to have free intercourse in each other's territory, they shall be welcome, and receive neither molestation nor insult.

If the English wish to enter the Akrabee territory they shall be respected and received with kindness, for they are friends. If any disturbance should take place between the subjects of either country, the culprit, if English, is to be given over to the laws of Aden; if Akrabee, to the laws of the Sultan, for punishment.

In witness of the agreement, in the presence of God.

Dated Aden, the 4th February 1839.

(Signed) SULTAN HYDRA BIN MEHDI.

Witnesses:

(Signed) SYUD ALOOE.
" RASHED ABDOOLLA.
" JAFFER BIN MOOLLA ABOOL.
" S. B. HAINES.

No. LXXXIII.

ADEN.

No. LXXXIII.

Akrabees.

Praise be to God, who is worthy of Praise!

Attestation and agreement from the Sheikh Abdoolla Bahaidarah Mehdi and all the elders of the Akrabees whose names are set below: we have covenanted with His Excellency the Governor, William Coghlan Sahib, ruler of Aden, upon everlasting sincerity and the repelling of sedition in their (own) limits, and upon purity of friendship. We will do all in our power (agreeably to friendship) to protect (the interest) the English government and its subjects, and if any of the English wish to come out to Bir Ahmed for recreation, they must inform us, and upon us rests the (their) perfect reverence and protection; any want the Governor may require, we are (his) soldiers day or night. Our country and our property are in the service of the British Government, and may our Lord continue the friendship. Ultimately we have covenanted according to what we have explained above, and we beg God to confirm us in the fulfilment of the faithful covenants.

This is done on the 18*th of Shaban* 1273, 12*th April* 1857.

(Signed) ABDOOLLA BAHAIDARAH MEHDI.
„ SALEH BAHAIDARAH MEHDI.
„ ABD AL KUREEM SILAH MEHDI.
„ HADJ OBAID ALI YEHIA.
„ ALI BIN AHMED ALI.

Witnessed by

SYUD MAHOMED BIN ZAIN ALLAIDROOS.

SYUD AIDROOS BIN ZAIN ALAIDROOS.

SHEIKH ALI IM AHMED BAABDALLAH AZAB.

In presence of

(Signed) ALLOWI IM ZAIN ALAIDROOS.

ADEN.

No. LXXXIV.

Akrabees.

No. LXXXIV.

Praise be to God alone!

The object of writing this lawful Bond is, that it is hereby covenanted and agreed betwixt Sheikh Abdoolla Bahaidarah Mehdi, Chief of the Akrabee tribe, on the one part, and Brigadier William Marcus Coghlan, Governor of Aden, on behalf of Her Majesty the Queen of England, on the other part, that the said Sheikh Abdoolla Bahaidarah Mehdi doth pledge himself, his heirs and successors, by this agreement never to sell, mortgage, or give for occupation, save to the British Government, any portion of the Peninsula called Jibbel Ihsau, including the Khore of Bir Ahmed, Alghadeer, Bundar, Fogum, and all the intermediate coast and inlets.

In consideration of which act of friendship, the said Sheikh Abdoolla Bahaidarah Mehdi has received from Brigadier William Marcus Coghlan, Governor of Aden, an immediate payment of three thousand (3,000) dollars, and shall also receive from the said Brigadier Coghlan or his successors a future monthly subsidy of thirty (30) dollars, it being understood that this stipend imposes an obligation on the part of Sheikh Abdoollah Bahaidarah Mehdi, his heirs and successors, to protect all traders and British subjects who pass through or reside in the Akrabee territory, and also for preserving terms of peace and friendship betwixt the Akrabee tribe and the Governor of Aden, representing the Government of Her Majesty the Queen of England.

In token of this honourable engagement, the Brigadier William Marcus Coghlan and Sheikh Abdoolla Bahaidarah Mehdi do severally affix their hand and seal at Aden on Friday, the twenty-third day of January, in the year of Christ one thousand eight hundred and sixty-three, corresponding with the third day of Shaban in the year of the Hegira one thousand two hundred and seventy-nine.

(Signed) ABDOOLLA BAHAIDARAH MEHDI,
" W. M. COGHLAN, *Brigadier,*
Political Resident, Aden.

In presence of
(Signed) MAHOMED BAHAIDARAH.
" ALLOWI BIN ZAIN ALAIDROOS.
" AIDROOS BIN ZAIN.
" H. RASSAM,
Assistant Political Resident, Aden.

ADEN.

No. LXXXV.

Oulakees.

No. LXXXV.

In the name of the Most Merciful God, and Him we implore.

The reason of writing this Bond is, that influenced by motives of humanity and by a desire to conform to the principles on which the great English government is conducted, we lend a willing ear to the proposals of our sincere friend Brigadier W. M. Coghlan, Governor of Aden, that we shall covenant with him and with each other to abolish and prohibit the exportation of slaves from any part of Africa to any other place in Africa or Asia or elsewhere under our authority.

We whose names and seals are set to this Bond do therefore in the sight of God and of men solemnly proclaim our intentions to prohibit the exportation of slaves from Africa by every means in our power; we will export none ourselves, nor will we permit our subjects to do so, and any vessel found carrying slaves shall be seized and confiscated and the slaves shall be released.

Peace. *Signatures.*

Witnessed by Syud Mahomed bin Abder Rahman el Tifferi.	Sultan Manasir bin Boo Bekr bin Mehdi, the Oulaki, done at Hour, dated 14th October 1855. Sultan Aboo Bekr bin Abdoolla bin Mehdi the Oulaki; same date and place.
Witnessed by Omar bin Ahmed bin Syud Ba-Shitioh.	Similar engagements entered into by Ali Mahomed Zaid, elder of the Habr Gerhagis, tribe of Soomalees, at Mait; done the 5th Suffer 1272, corresponding with the 17th October 1855. Hirsee Ali Mahomed, elder of the Habr Gerhagis, tribe of Soomalees, at Mait; done the 5th Suffer 1272, corresponding with the 17th October 1855.

Mahmood Mahomed, elder of the Habr Taljala tribe, at Hais; 5th Suffer 1272, corresponding with 17th October 1855.

Aboo Bekr bin Mahomed, elder of the Habr Taljala tribe, at Racooda; done the 5th Suffer 1272, corresponding with the 17th October 1855.

ADEN.

Nos. LXXXV & LXXXVI.

Petty Tribes.

Abdoo Omar, elder of the Habr Taljala tribe, at Unkor; done the 6th day of Suffer 1272, corresponding with the 18th October 1855.

Ali Ahmed, elder of the Habr Taljala tribe, at Unkor; done the 6th Suffer 1272, corresponding with the 18th October 1855.

Hassun Yousef, elder of the Habr Taljala tribe, at Kurrum; done the 6th day of Suffer 1272, corresponding with the 18th October 1855.

Mahomed Leban, Chief of the Habr Taljala tribe, at Kurrum; done the 6th Suffer 1272, corresponding with the 18th October 1855.

Yousef Othman, elder of the Habr Taljala tribe, at Ain Tarad; done the 7th Suffer 1272, corresponding with the 19th October 1855.

Ahmed Aboo Bekr Mahomed Leban, elder of the Habr Taljala tribe, at Ain Tarad; done the 7th Suffer 1272, corresponding with 19th October 1855.

No. LXXXVI.

COPY of a TREATY of friendship and peace between the English and Hazzabee Tribe.

Bismillah Rehman Rehim Bemenet Alla!

This agreement is between the Hazzabees for peace. On the part of Sheikh Abdoolla Hazzaab, Sheikh Hamed bin Abdoolla Hazzeel Mukee Hazzabee, and Commander Haines, the English Agent, on the part of government. We are now friends, and promise peace and friendship, great and lasting friendship, and that our hearts and wishes are one.

Further, that there shall be peace and friendship with Aden, and that any of our subjects or the subjects of Britain pass into each other's territory; neither party shall be insulted, or injured; we are one. If the subjects of either do wrong, they are to be given over for punishment by their own laws.

In the presence of

(Signed) SYUD ALOOE BIN HYDROSS ALI BIN BOOKEETER RASHID ABDOOLLA.

" SHEIKH MAHOMED BIN ABDOOLLA HUZZEEB MUKEE HAZZABEE.

15TH ZILKADEH, 31*st January* 1839.

(Signed) S. B. HAINES.

TRANSLATION of a BOND entered into by Sultan Maneh bin Sulam of the Hooshabee, and his son Sulam bin Maneh, of the Hooshabee.

Sultan Maneh bin Sulam of the Hooshabee, and his son Sulam bin Maneh, of the Hooshabee, declare of their own accord that they enter into an agreement with all those under them, belonging to Hooshabee, their

clans, and all those dependent upon them, the Chief of M. Haroorooluwajeer, and the whole Hooshabee, as before arranged with Commander Haines, Governor of Aden, who sincerely agrees to pay the allowances received by them from Sultan M. Houssain Fudl Abdalee. What has been arranged between them (Commander Haines and the Sultan) is that whatever belongs to the Sultans of Abdalee, former and succeeding, and to those of the Hooshabee, former and succeeding, shall be theirs respectively.

The Abdalee shall be responsible, as is agreed upon, for all outrages committed in Lahej, its neighbourhood, or within its limits, or in Aden, its roads, or within its boundaries, and Maneh bin Sulam for those perpetrated by the Hooshabee, their clans, or those subject to them. In case Maneh render any assistance to any other Sultan or tribe, this Bond is to be considered null and void. Our (Sultan Maneh's) hand is the same as that of Sultan M. Houssain Fudl, and our friend is identical with Sultan M. Houssain. In the event of any plunder by any of the above tribes on the roads or in Lahej, the Bond which we have shall be considered null until we make restitution of whatever may be carried away. Should any one commit an assault or murder in Lahej or Aden, or on the roads, and should such person be proved to be one of the Hooshabee or of their clans, he shall be seized and considered an offender. This Bond is binding and lasting. We shall receive our allowance from government every six months, or a part, if necessary, after two months. This is to commence from the month of Zilkad Hegira 1254 (January, February 1839). The above people shall receive the allowance fixed for them through us, or the Sultan (M. Houssain), or his children. These are the stipulations agreed upon by Sultan Maneh bin Sulam and Sulam bin Maneh, and which are mediated by Abee M. Houssain bin Wugees bin Kassim Suffeean, who is Vakeel of the Hooshabee. These points are agreed to on Friday, the 2nd Rubee-oo-sanee, Hegira 1255 (14th June 1839). The allowance fixed for the Hooshabee is 628 Cooroosh Fransa per annum, half of which is 314 Cooroosh.

Witnesses:

M. Houssain Wugees Suffeean Jaffer, *Translator.*

Kazee Abdool Ruzak bin Ali.

Ali bin Abdoolla Ali.

ADEN.

No. LXXXVII — Petty Tribes.

No. LXXXVII.

ENGAGEMENT of friendship and peace entered into, on the 12th February 1839, by SHEIKH AHSEL BIN HYDEE BIN AHMED MUSAIDEE, of a district of the Yaffaees, and the accredited Agent from the ancient Chieftain SULTAN ALI GHALIB, of the Yaffaees, with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

We agree that there shall be peace and friendship between us, and that the English at Aden shall be at peace with us. Should the subjects of either country enter the other's territory, they shall not be molested or insulted, but be considered as friends.

If Kafelas from the Yaffaee district wish to enter Aden by the Gar Wallah territory for trade, they shall not be molested, but the property respected by both parties, and the owners allowed free intercourse and barter. They may export from Aden, and they shall be respected.

Dated Aden, the 21st February 1839.

(Signed) SHEIKH HASIL BIN HADEE BIN AHMED.

Witness :

(Signed) ALI ABDOOLLA SYUD ALOOE.

LITERAL TRANSLATION of a Treaty concluded by SULTAN ALI GHALIB and his son AHMED BIN ALI GHALIB, of the tribe of Yaffaee al Efefee.

In the name of God, the merciful, the clement!

We faithfully agree, on the part of ourselves and those who are subordinate to them, those of the tribe of Yaffaee and those who are dependent on them, and of the tribe of Mureedea and Sayeedeh and those dependent on them, and for Commander Haines, Governor of Aden, for all and every belonging to them, on Sultan Moohsum Fuzil Obaid Ali, Commander Haines, Governor of Aden, and representative of the Company, and in the manner that went, the Sultan Obaid Ali, past and future, and those of the tribe who are gone and are coming, that they shall possess their own property, and that whatever they have shall be theirs, and whatever loss is occasioned to them in Lahej or

round about it, or in its environs, or in Aden, or on the road of Aden, are included in the same Treaty concluded by Obaid Ali, and if any injury is occasioned by the tribe of Yaffaee or by its dependants Ali Ghalib shall be responsible, and if at any time Ali Ghalib will render assistance to any one of the Sultans, or any one of the other tribes, the Treaty confirmed by God will be violated between us and him, and our hand and the hand of Sultan Moohsum shall be as one, and our friends and the friends of the Sultan shall be the same. If any of the above shall be plundered on the road of Lahej, the Treaty will be infringed; and if any thing which we have is broken or taken away, and if any one makes war in Lahej, or kills any one in Lahej, or in Aden, or on the road of Aden, and it shall be known that that man is of the tribe of Yaffaee or one of its dependants, he (Sultan Ali Ghalib) will be responsible. This Treaty of God which we have will never become old, but be always held to be new. We shall take what is agreed upon every six months, commencing the 1st Zilkad 1254 Hegira (18th January 1839), and what is agreed upon will be taken by us, or by the Sultan, or by his son. This is what has been agreed upon and settled by Sultan Ali Ghalib and his son Ahmed bin Ali Ghalib, and has been agreed to by their representatives Hasil bin Ahmed bin Hadee and Hyder bin Ahmed, who have been sent by them, and they are the representatives of Ali Ghalib, and this is concluded this 25th day of Rubbee-ool-awul 1255 Hegira (8th June 1839).

Witnesses:

(Signed) SYED MAHOMED BIN ZEIN BIN BOOBUKURS.

" KAZEE ABDOOL RUZA BIN ALI SAAD BIN MUSUOOD.

" HASIL BIN AHMED BIN WADEE, *of the tribe of Mooredee, Vakeels of Ali Ghalib.*

" MAHOMED ALI YEHIA.

" JAFFER MOONSHEE, *of the Company's Government.*

" HYDER BIN AHMED YAFFAEE, *Vakeel of Ali Ghalib.*

ADEN.

No. LXXXVIII.

No. LXXXVIII.

ENGAGEMENT entered into, on the 19th February 1839, by SHEIKH MAHOMED SYUD MUSAIDEE, and SHEIKH JWAS ABDOOLLA, SHEIKH MAHOMED BIN AHMED, SHEIKH KOIEL, of the Musaidee territory of the Subeihees, and Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

Between us there shall be friendship and lasting peace; our wishes shall be one of kindness. Aden shall be at peace with us, and the subjects of both countries shall be at peace. No molestation or insult shall be offered in their intercourse with each other.

Dated 19*th February* 1839.

Signed by the Chieftains.

Witnesses:

(Signed) ABDOOL RUSSOOK, Cazee of Aden.

" JAFFER BIN MOOLLA ABOOL.

ENGAGEMENT of peace and friendship entered into, on the 20th February 1839, by SHEIKH MAHOMED BIN ALI BUSALEE, of the Southern Sub-division of the Subeihee, with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

Between us there shall be lasting friendship and peace, and we agree to it in the presence of God. Our friendship shall be as one.

There shall be peace with Aden, and the subjects of my tribe and the subjects of the British shall have free intercourse, and not be molested or insulted in either's territory.

Any breach of this Treaty, or of the roads to the Red Sea being infested with robbers, shall be on the head of Sheikh Mahomed bin Ali, and he will be answerable that no Kafelas shall be molested. This Sheikh Mahomed bin Ali not only promises in his own district, but in that of the tribe of Artefee, whom he also controls.

If property, either from Aden or from the Subee territory, wishes to pass through the other territory, it shall be respected and protected; and for any infringement Sheikh Mahomed Busalee shall be answerable.

Dated 20*th February* 1839.

(Signed) SHEIKH MAHOMED BIN ALI BUSALEE.

Witnesses:

(Signed) SYUD ALOOE.
" ALI BIN ABDOOLLA.
" SHEIKH ARSEL MUSAIDEE.

(Signed) S. B. HAINES.

No. LXXXIX.

COPY of a Treaty between SYUD MAHOMED JAFFER BIN SYUD HYDROOS, Chief of Waheet and all under him, and Commander HAINES, Agent of Government.

We agree to lasting peace and friendship.

Aden is open for our free intercourse and friendship, and so is our country to each other, and both parties agree there shall be no oppression or insult.

(Signed) SYUD MAHOMED JAFFER BIN SYUD HYDROOS.

Dated 2*nd February* 1839.

No. XC.

ENGAGEMENT entered into, on the 18th February 1839, between SHEIKH JWAS BIN SALLAAM EL ABBADEE and his tribe with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

Between our respective territory there shall be peace and friendship, and Aden shall be at peace with the Abbadees.

A free intercourse for barter shall be permitted without insult or oppression; and in proof of the faith of this, Sheikh Jwas bin Sallaam agrees that his people shall not molest or plunder on the roads leading to Aden, and if any such misdemeanor occurs, he will be answerable.

Dated 18*th February* 1839.

(Signed) JWAS BIN SALLAAM EL ABBADEE.

Witness:

(Signed) SYUD ALOOE.

(Signed) S. B. HAINES.

ADEN.

Nos. XCI & XCII.

Petty Tribes.

No. XCI.

ENGAGEMENT of peace and friendship entered into, on the 18th February 1839, by SHEIKH MEHDI BIN ALI ZABAREE with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

Between us and our countries there shall be peace and friendship; it shall be lasting; our interest shall be one.

We agree that Aden and the English shall be at peace with my tribe, and that the subjects of either may enter the other's territory, and shall neither be oppressed nor insulted, but treated with friendship. This we promise on both sides.

Whoever may enter Aden of Sheikh Mehdi's tribe shall be respected and allowed free intercourse, attending, of course, to the laws.

If robbery on the roads takes place, either by Sheikh Mehdi's tribe or any other within his district, he will be responsible.

Dated the 18*th February* 1839.

(Signed) SHEIKH MEHDI BIN ALI.

Witnesses:

(Signed) M. HOUSSAIN SHAH MONTEE.

„ SYUD ALOOE.

(Signed) S. B. HAINES.

No. XCII.

ENGAGEMENT entered into, on the 18th February 1839, by the SHEIKH of ZAIDEE, SHEIKH SALLAH AMMOIDEE, with Commander HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

Between our respective countries there shall be peace and friendship, and Aden be at peace with us. The subjects of either may enter the other's territory without being subject to insult or oppression, merely attending to the laws.

Dated 18*th February* 1839.

(Signed) SHEIKH SALLAH AMMOIDEE.

Witness:

(Signed) ABDOOL RUSSOOK, *Cazee.*

(Signed) S. B. HAINES.

ADEN.

No. XCIII.

Petty Tribes.

No. XCIII.

ENGAGEMENT of friendship and peace entered into, on the 10th March 1839, by AOUN BIN YOOSOOF SHERZEBEE, with CAPTAIN HAINES, of the Indian Navy, on behalf of the HONOURABLE EAST INDIA COMPANY.

This paper is my witness, and is written by Sheikh Kasim bin Syud Sherzebee, and the interpretation is good. I am a friend, and a great friend with the English; it is true and permanent friendship. I trust in God that it will never be otherwise, and that nothing wrong shall ever take place, not even the slightest insult. My people shall enter your territory, and yours mine, as friends. Whatever the English please shall be done, and there shall never be two words. I will always act upon your seal, whatever it may be. Our friendship is known to God, and He is witness to it.

Dated 10*th March* 1839.

(Signed) AOUN BIN YOOSOOF SHERZEBEE.

Witnesses:

(Signed) SYUD ALOOE BIN ZEIN BIN SUB-HYDROOS.

„ JAFFER HADEE SHEIKH OTHMAN.

(Signed) S. B. HAINES,

Political Agent.

SENNA.

From Playfair's History of Yemen and Papers in the Foreign Office.

About the beginning of the seventeenth century, the English obtained a Firman from the Governor of Mokha for the establishment of a factory, and permission to trade on payment of a duty on goods, not exceeding 3 per cent. This deed was confirmed by the Turkish Pasha of Yemen. About the same time the Dutch established a factory at Mokha, which was then the great depôt for the trade of Southern Arabia, and a century later a factory was also opened by the French. After the expulsion of the Turks in 1630, the whole of Yemen came under the government of the Imams of Senna; but at the time of Carsten Neibuhr's visit to Senna in 1763, the Native Arab tribes of the Provinces of Aden, Aboo Areesh, Taez, and others had thrown off allegiance to the Imams. In 1799, when the British Government took measures to oppose the expected invasion of India by the French, and to revive the lost trade of the Red Sea, Dr. Pringle was deputed to Senna with presents from the Governor General, and obtained from the Imam Ali Munsoor orders to the Governors of Mokha, Hodeida, and Lohaia to give every facility to trade. Two years afterwards an effort was made by Sir Home Popham, who had been constituted Ambassador to the States of Arabia, to negotiate a commercial Treaty with Senna; but he was insulted by the Governor of Mokha, and the terms of the proposed Treaty were rejected by the Imam.

At the beginning of the present century, Imam Ali Munsoor suffered severely at the hands of the Wahabees, who overran and wrested from him some of the best districts of his dominions. In 1816, however, Mahomed Ali Pasha, after he had destroyed the Wahabee power, restored these districts to Ahmed, the son and successor of Imam Ali Munsoor, in consideration of an annual tribute of one hundred thousand dollars. Ahmed was succeeded in 1817 by his son Abdoolla, who was unable to retain the provinces which had been restored to his father.

In 1817, in consequence of a dispute in which an Arab had been temporarily detained at the factory at Mokha, the Residency was attacked and plundered, and a British Officer was dragged before the

SENNA.

Governor, by whom he was subjected to the most brutal insults. After some delay a British squadron was sent to demand satisfaction for this outrage. On 26th December 1820 the fort of Mokha was taken, and shortly afterwards a public apology was made for the insult offered to the British Government, and a Treaty (No. XCIV.) was signed by the Imam of Senna and his Council, defining the rights to be enjoyed by British subjects, and reducing the export duty on trade to 2¼ per cent. This Treaty was framed in the most slovenly and discreditable way, and it was afterwards discovered that serious discrepancies existed between the English version and the Arabic counterpart. The Imam refused to allow any modification. To preserve friendly relations, the British Government yielded every point, except one in the sixth Article. The clause in the English version of that Article, which stipulated that the servants of the factory should be amenable only to the jurisdiction of the Resident, was altogether omitted in the Arabic. The Imam was informed that all other points were conceded, but that if he attempted to seize or punish any person, of whatever nation, in the exclusive employment of the Resident, the Resident would withdraw, and such further measures would be adopted as might seem to the British Government to be expedient.

In 1840 a commercial Treaty was concluded with the Governor of Mokha by Captain Moresby, similar to that concluded in the same year with the Chief of Zaila.* Shortly afterwards the British flag was cut down, and the duties levied from British subjects were raised to 9 per cent. As Mokha had by this time fallen under the government of the Sublime Porte, it was doubtful whether Sheriff Hossein had any right to conclude a Treaty as a principal. The British Government also objected to certain exclusive clauses in the Treaty, which were directed against the trade of other European nations. The dispute was amicably adjusted through Her Majesty's Ambassador at Constantinople.

Of late years the country of Senna has fallen into absolute anarchy. In 1832 Mokha and all the sea coast fell under the suzerainty of the Turks. It was afterwards recovered for a time, but again finally lost in 1848. Ali Munsoor, who succeeded his father as Imam of Senna in 1834, was deposed three years after. But he again succeeded to power in

* See below, Zaila.

SENNA.

No. XCIV.

1844, on the death of his uncle, only to be again deposed in 1845 by Mahomed Yehia, a distant relative of the family. Mahomed Yehia, in 1849, swore allegiance to the Porte, and agreed to hold Senna as a vassal of the Sultan, paying to him half the revenues and receiving a Turkish garrison in his capital. This so incensed the inhabitants, that they rose upon the Turks, massacred them, and reinstated Ali Munsoor, who ordered Mahomed Yehia to be put to death. Within a few months Imam Ali Munsoor fell into the hands of Ghalib, the son of Mahomed Yehia. The people of Senna, however, refused to acknowledge the authority of Ghalib, and elected a Governor from among their own body. For some time Ghalib lived a profligate drunkard in an obscure village a few miles from Senna, till 1858, when he was recalled and reinstated in the government with only nominal power. During the internal revolutions in Senna and the desultory warfare with the Turks, the Imams repeatedly endeavoured to enlist the aid and advice of the British Government in their cause. A rigid abstinence, however, was maintained from all interference in their affairs.

No. XCIV.

TREATY concluded with the Imam of Senna on 15th January 1821.

In explanation of the Articles which were settled between the Umeer Futtuh-oolla, the Agent for the Imam Mehdi, the Chief of Senna, the City of Sam, and between the Agent of the English Government, Agha Mr. Bruce Khan, in the year 1236, and from the birth of Jesus 1821 :—

English Version.	*Translation of the Arabic Counterpart.*
ARTICLE 1.	ARTICLE 1.
That the Resident shall have a guard of the same strength as is allowed at Bagdad, Bussorah, and	That the Resident (Vakeel) who may be stationed on the part of the English Government at the port of

Bushire, of thirty men, to support his respectability.

(Signed) Wm. Bruce,
Govt. Agent.

Mokha shall have with him (*lit.* there shall be with him) thirty Military from out of their army, like the Residents (Vakeels) at Busrah, Bagdad, and Ubooshuhur (Busheer.)

It is finished besides this.

Signed by six witnesses.

Article 2.

That the Resident shall be exempt from all compliances degrading to the character of the representative of the British Government; that he shall have full liberty to ride on horseback when and where he pleases; have free ingress and egress to all the gates of Mokha, amongst others of Sheikh Shadeley, from which Europeans have hitherto been excluded for some years past; and shall have all the same liberty and freedom they have at Bushire, Bussorah, Bagdad, and Muscat.

(Signed) Wm. Bruce,
Govt. Agent.

Article 2.

That the Resident (Vakeel) who may be stationed in the factory on the part of the British Government shall have (*lit.* there shall be to him) respect, attention, dignity, and character near the Governor; and those who are dependants of the British Government may ride on horse, &c., and they may ride in any other mode as they may feel inclined. He may go out of the cities and into the cities for pleasure, refreshing his spirits; and he may go out through the whole of the gates, especially out of the Shâdullee. He may go out mounted on horses, &c., and he may enter mounted, being independent in his own mind (meaning as he pleases). It is necessary that there shall not be any to hinder him, nor any person shall say a word to him; and to him (there shall be) respect as at the other ports, Bagdad, Busrah, Ubooshuhur, and the port of Muscat.

It is finished besides this.

Signed by the six members of the Mokha Council.

ARTICLE 3.

A piece of ground to be allotted for a cemetery; and none of those under the British Government and flag to be spoken to or insulted on account of their religion.

(Signed) WM. BRUCE,
Govt. Agent.

ARTICLE 3.

The dead of the English, that the Almighty and Supreme God orders their souls to be snatched away, there shall be a place appointed and set apart for them that they may bury their dead in it; no one shall say to them, "the practice of your 'sect is such or such,' it is not good."

It is finished besides this.

Signed by the six members.

ARTICLE 4.

The Resident to have free permission to proceed to Senna and communicate with His Highness the Imam, whenever he may deem it necessary to do so; the Dola on these occasions furnishing a guard or escort if it should be deemed requisite.

(Signed) WM. BRUCE,
Govt. Agent.

ARTICLE 4.

The Agent (Vakeel) of the English Government who is stationed at the port of Mokha, if it should please his mind to go out, he may go out to Senna to His Highness the Imam Mehdi for recreation of the mind. No one shall hinder him, and the Hakim of Mokha shall grant of his own army an escort for a safeguard on the road, and there is nothing contrary to him.

It is finished besides this.

Signed by the six members.

ARTICLE 5.

That the anchorage duty of (400 G. C.) four hundred German crowns shall henceforth cease on British

ARTICLE 5.

The merchant ships which are dependent on the English Government, there was a custom that they

SENNA.

No. XCIV.

ships, which has hitherto been levied on all merchant ships when they landed cargoes. Hereafter no duty on this account shall be paid, whether cargo is landed or not, the same as His Majesty's ships and the Honourable Company's vessels of war.

(Signed) WM. BRUCE,
Govt. Agent.

should pay 400 rials as anchorage duty; but from this day it ceases; there is nothing (leviable) on them; their situation is that of the government vessels and the King's ships. If its cargo should be brought on shore there is nothing (leviable) on them of the 400 rials. This affair was discussed and fixed without being referred to Senna, on the condition of the cessation of hostilities and the removal of the blockade of the port.

It is finished besides this.

Signed by the six members.

ARTICLE 6.

All subjects of the British Government trading to Mokha, and particularly the merchants of Surat, shall do so under the protection of the British flag, (if of the Islam faith, and wish to settle their disputes according to the Mahomedan Sharah, they shall be at liberty to do so, a person on the part of the Resident attending,) and all differences among themselves shall be decided by the Resident; in the event of any of the Imam's subjects being concerned in the dispute, by an Agent on the part of the Resident (or himself if he pleases) and the Governor conjointly; if the Imam's subject is wrong, the Governor shall punish him; if on the

ARTICLE 6.

That all merchants who are the dependants of the English Government, under their protection and under their flag, may transact their affairs (trade) at the Bunder of Mokha, especially the natives of Surat. If there be Mussulmen among them, and disputes should happen between them, and any of them may desire (to have) the law (Mussulman), no opposition is to be made to them (meaning to their wishes).

Whenever there may be (any dispute) between the people ("Jumaut") of Resident, and the subjects of Mokha, a person may come (be present) on the part of the Resident before the Hakim of

SENNA.

No. XCIV.

contrary, the Resident. Also that all the dependants of the factory of every denomination, from broker downwards, shall be wholly under the protection of the British flag and control of the Resident, who shall alone possess the power of punishing them and redressing all complaints against them.

This sixth Article has been expressly admitted by separate grant to Captain Bruce by His Highness the Imam.

(Signed) WM. BRUCE,
Govt. Agent.

Mokha, who will observe in what manner the wrong has been committed, and by whom. If the native of the country be in the wrong, the Hakim of Mokha is to punish him, but if the crime or wrong should have been committed by the English military ("Uskur"), then the Resident is to punish them.

This Article, the sixth, is one of the two which were referred to the Imam Mehdi for his consideration, and the Shrureef's answer having arrived, was (given into) the hands of Mr. Bruce, a copy being retained by the Umeer Futteh-oolla; and on receipt of the answer, there was an argument between Mr. Bruce and the Umeer Futteh-oolla, the (substance of) which is written above.

ARTICLE 7.

That the export duty on the British trade shall be hereafter 2¼ per cent., the same as the French, and not 3½ as hitherto, and that the import duty shall be the same to the English and all their subjects, and no more shall be levied than 2¼ per cent. upon imports and exports.

This Article is expressly granted by separate Firman from His High-

ARTICLE 7.

In regard to duties on what is exported from the port of Mokha, two dollars and a quarter shall be paid on one hundred, as the French, who pay two dollars and a quarter on the hundred, and the imports into the port of Mokha shall be like that for the English government and for the English merchants.

This seventh Article is (one) of the two Articles which were referred

SENNA.

No. XCIV.

ness as a particular mark of his friendship to the British nation.

(Signed) Wm. Bruce,
Govt. Agent.

Mokha,
15*th January* 1821.

(True copy)

(Signed) Wm. Bruce,
Govt. Agent.

Signed and sealed by Umeer Futteh-oolla and all the members of the Mokha Council to each separate Article; as also by Captain Bruce.

Approved.

(Signed) John Kish Lumley,
Capt. of H. M.'s Ship "Topaze," and Senior Officer.

for the consideration and decision of His Highness the Shureef Medhi, and to which the answer returned by the Shurreef was as follows:—

"We have reduced the duties three quarters of a dollar per cent. out of three dollars, and this is upon all goods imported into the port in the name of the English Sirkar and their merchants; there is not (to be) more (required) from them than two and a quarter dollars per cent., alone, both upon goods imported and on goods exported, and this is as a mark of our regard and respect for the said two (the English government and their merchants), and for the preservation of the intercourse and friendship between us both, as was (the case) with those who existed before us (in former times).

"*Dated Rubbee-oo-sanee* 1236 *of the Hegira* A. D. 1821)."

Signed by the six members.

MACULLA AND SHUHUR.

Maculla and Shuhur are the two principal slave ports on the southern coast of Arabia. The slaves from Zanzibar and the Somali and Donkali coasts were annually brought there. On 14th May 1863, Brigadier Coghlan, the Political Resident at Aden, concluded an Engagement (No. XCV.) with Nukeeb Silah bin Mahomed of Maculla and Nukeeb Ali Najee of Shuhur in which they agreed to abolish and prohibit the export and import of slaves.

No. XCV.

In the name of the Most Merciful God, and Him we implore.

The reason of writing this Bond is that influenced by motives of humanity and by a desire to conform to the principles on which the great English Government is conducted, we lend a willing ear to the proposals of our sincere friend, Brigadier William Marcus Coghlan, Governor of Aden; that we shall covenant with him to abolish and prohibit the export or import of slaves from or to any part of our territory to any other place in Africa, or in Asia, or elsewhere.

Therefore I, whose name and seal are set to this Bond, do in the sight of God and of men solemnly proclaim my determination to prohibit the export or import of slaves by every means in my power. I will neither export nor import any myself, nor will I permit any subjects to do so; and any vessel belonging to my subjects found carrying slaves shall be seized and confiscated by me or by any ship belonging to Her Majesty the Queen of England, and the slaves shall be released. Peace.

MACULLA AND SHUHUR.

No. XCV.

This covenant is to have effect at the expiration of one year from this date. Peace.

(Signed) SILAH MAHOMED.

" W. M. COGHLAN,

Political Resident, Aden.

At Maculla, 14*th May* 1863.

Witnesses:

(Signed) OMAR BA SALIM KAISAN.

" H. RASSAM,

Assistant Political Resident.

Dated 25*th Ahee Alckada* 1279.

A precisely similar Engagement was concluded on the same date with Ali bin Najee, the Nukeeb of Shuhur.

Approved and ratified by the Viceroy and Governor General on 29th June 1863.

SHOA.

In 1840, Sahela Selassie, King of Shoa in southern Abyssinia, expressed a desire to cultivate the friendship of the British Government and wrote to the Government of Bombay asking to be furnished with guns and warlike stores. Shoa was then one of the most powerful and important provinces in Abyssinia. It is inhabited by the Galla tribe. At the time when Sahela Selassie made these advances, the steam navigation of the Red Sea had given an exaggerated importance to the trade of Abyssinia. It was therefore determined to send a mission to the Court of Shoa, with which country the French also appeared anxious to establish friendly connections. A commercial Treaty (XCVI.) was concluded with the King on 15th November 1841.

No. XCVI.

Treaty of amity and commerce made and concluded between His Majesty Sahela Selassie, King of Shoa, Efat and the Galla, on the one part, and Captain William Cornwallis Harris, under the authority of His Excellency the Governor of Bombay, in the name and on the behalf of Her Most Gracious Majesty Victoria, Queen of Great Britain, Ireland, and the Indies, on the other part.

Whereas commerce is a source of great wealth and prosperity to all those nations who are firmly united in the bonds of reciprocal friendship, and whereas the conclusion of a Treaty of perpetual amity and commerce betwixt Shoa and Great Britain, which has already been desired by their respective Sovereigns, would tend to the mutual advantage of both nations, and whereas tokens of amity and good will have been mutually exchanged between His Majesty of Shoa and Her Britannic Majesty, and whereas it is desirable that the Articles and conditions should be specified, whereupon the desired commercial intercourse betwixt the two nations should be conducted: Now it is hereby declared, done, and agreed as follows:—

Article 1.

That a firm, free, and lasting friendship shall subsist between His Majesty Sahela Selassie, King of Shoa, Efat, and the Galla, and His lineal

successors, and between Her Most Gracious Majesty Victoria, Queen of Great Britain, Ireland, and India, and Her lineal successors.

Article 2.

That for the purpose of preserving and maintaining the friendly relations subsisting between the two nations, His Majesty of Shoa and His lineal successors shall receive and cherish any ambassador or envoy whom Her Britannic Majesty and Her lineal successors may see fit to appoint, and shall preserve inviolate all his peculiar rights and privileges.

Article 3.

That for the like purpose, Her Britannic Majesty and Her lineal successors shall in the same manner receive and cherish any ambassador or envoy whom His Majesty of Shoa and His lineal successors may see fit to appoint, and shall equally preserve inviolate all His peculiar rights and privileges.

Article 4.

That under the following conditions a commercial intercourse be allowed and encouraged betwixt the subjects of Shoa and the countries beyond that kingdom and the subjects of Great Britain.

Article 5.

That an import duty of five per cent., and no more, shall be levied and received by His Majesty of Shoa and His lineal successors upon all British goods and merchandize imported into the kingdom, whether for sale therein, or in the countries beyond.

Article 6.

That this import duty of five per cent. shall be assessed upon the current value of the merchandize at the market place of Alio Amba, and shall be paid either in kind or in specie at the option of the merchant.

Article 7.

That the said import duty having been first duly discharged, the merchant shall be at full liberty either to dispose of his goods within the territories of Shoa, without prohibition to the buyer, or to convey them elsewhere without restraint or molestation.

SHOA.

No. XCVI.

ARTICLE 8.

That British merchants shall be at liberty to purchase within the territories of Shoa all such commodities as they may think proper, whether the produce of those territories, or imported from the countries beyond them, and export the same without the payment of any duty whatsoever.

ARTICLE 9.

That the goods and merchandize of all subjects of Shoa who may visit Great Britain shall in like manner be liable to no greater duties than are already levied, or may hereafter be levied, upon the immediate subjects of Great Britain.

ARTICLE 10.

That in view to the augmentation and promotion of commerce between Shoa and Great Britain His Majesty of Shoa and His lineal successors shall encourage all merchants to bring the produce of the interior of Africa through the dominions of Shoa, and especially such articles as are best suited to the British market.

ARTICLE 11.

That with a like view, Her Britannic Majesty and Her lenial successors will encourage British merchants to import into Shoa such articles as will prove most acceptable within the same.

ARTICLE 12.

That for the better security of merchants and their property, His Majesty of Shoa and His lineal successors, and Her Britannic Majesty and Her lineal successors, will, respectively, to the utmost of their power, endeavour to keep open and secure the avenues of approach betwixt the sea coast and Abyssinia.

ARTICLE 13.

That with a view to the promotion and encouragement of reciprocal intercourse between the respective subjects of the two nations, no hinderance or molestation be offered to British travellers, whether residing within the territories of Shoa, or visiting the countries beyond.

SHOA.

No. XCVI.

ARTICLE 14.

That the effects of such travellers, not intended for sale, shall be liable to no duty of any sort, and shall in every respect be held personal and inviolable.

ARTICLE 15.

That in like manner, no subject of Shoa shall meet with any hinderance or obstruction whilst residing in any part of the dominions of Her Most Gracious Majesty Queen Victoria, nor shall he be prevented from proceeding beyond them at pleasure.

ARTICLE 16.

And, lastly, that a strict reciprocal observance of all the foregoing Articles and conditions shall be regarded as a proof of the continued desire on the part of both the contracting Sovereigns for a lasting and permanent friendship.

Made and concluded at Angollallah, the capital of the kingdom of Shoa, on the tenth day of the month Hedar one thousaud eight hundred and thirty-four of the Abyssinian æra, corresponding with the sixteenth day of November, in the year of our Lord one thousand eight hundred and forty-one, being the twenty-ninth of the reign of His Majesty Sahela Selassie and the fifth of Her Majesty Queen Victoria.

(Signed) W. C. HARRIS.

(Signed) SAHELA SELASSIE,

Who is King of Shoa, Efat, and the Galla.

ZAILA AND TAJOWRA.

In 1839, after the capture of Aden, it was deemed necessary to secure command of the harbours of Zaila and Tajowra on the Donkali coast. These ports are on the African coast, nearly opposite to Aden, and are the principal outlets of the trade of Southern Abyssinia. Tajowra is a dependency of Zaila, and both places were subject to the Imams of Senna, but during the revolutions at Senna, the Chiefs of Zaila and Tajowra had assumed independence. A Treaty (No. XCVII.) was concluded with the Chief of Tajowra on the 19th August 1840, by which the Mussa Islands were ceded to the British Government, and in September 1840 a Treaty (No. XCVIII.) of the same tenor was signed by the Sultan of Zaila, who ceded the Island of Aubad. The British Government suggested a modification of these Treaties and the omission of all clauses of an exclusive nature directed against the trade of other nations, but owing to the distracted state of Yemen and its dependencies, the alteration of the Treaties was not effected. Zaila and Tajowra subsequently fell under the Government of the Turks.

No. XCVII.

Commercial Treaty entered into between Sultan Mahomed bin Mohummed, of Tajowra, and Captain Robert Moresby, of the Indian Navy, on the part of the Honourable East India Company.

It being advantageous to both parties to enter into a Treaty of peace and commerce, and that a mutual good understanding should exist between each other, more especially so, since Aden has become a British port, we, Sultan Mahomed bin Mohummed and Captain Robert Moresby, of the Indian Navy, (being fully authorized so to do,) agree to the following capitulations and Articles :—

Article 1.

That friendship and peace shall be lasting between the State of Tajowra and its dependencies and the British Government.

ARTICLE 2.

That the English nation, and all vessels lawfully sailing under the British flag, having merchandise of any description on board, shall be respected and permitted, without the slightest prejudice or molestation to their persons or effects, to enter and trade in the port of, and all ports under the Government of Tajowra, paying a duty of five per cent. upon all produce. The subjects of the Sultan of Tajowra shall also be permitted the same privileges at all British ports.

ARTICLE 3.

The port of Tajowra and the adjacent ports, under the Government of Sultan Mahomed bin Mohummed, are to be open for the introduction and reception of all goods brought in ships or vessels lawfully trading under the British flag; further, the Sultan of Tajowra will endeavour all in his power to introduce British produce into the interior States of Eiffatt, Shoa, and Abyssinia, and in return the Authorities at Aden will endeavour to encourage interior export trade through Tajowra.

ARTICLE 4.

Sultan Mahomed bin Mohummed, of Tajowra, engages at all times to respect and regard the friendly advice of any authorized person belonging to the British Government, and agrees not to enter into any other Treaty or Bond with any other European nation or person without, in the first instance, bringing the subject to the notice of the Government Authorities at Aden, so that the same may in no ways prove detrimental to his friends, the English, or their commerce. In return for these conditions, the British Government will observe the interests of the State of Tajowra, and do all in their power to assist in improving their commercial resources.

ARTICLE 5.

Any subject of either power having committed crime or offence is to receive sentence awarded by their own Laws and Regulations.

ZAILA AND TAJOWRA

No. XCVII.

Article 6.

Sultan Mahomed bin Mohummed, of Tajowra, engages to protect and respect any British subject residing in his territories, provided the sanction of his Government be previously obtained, the British guaranteeing the same privilege to the people of Tajowra and its dependencies.

Article 7.

In entering into any Bond or Treaty, or trading with either European or other powers, Sultan Mahomed bin Mohummed engages that no Bond or Treaty shall be acceded to or acquiesced in by him which will, either at the present or at any future period, prove detrimental or injurious to the interests of the British, either in a political or commercial point of view, and in return for such agreement, the English promise that they will act in no manner which may have an evil tendency towards the States of Tajowra.

Article 8.

We, Sultan Mahomed bin Mohummed and Captain Robert Moresby, of the Indian Navy, having met, and being mutually satisfied with each others powers, have ratified the above Articles for the benefit of both powers.

In witness whereof we, this 19th day of August, in the year of our Lord one thousand eight hundred and forty, corresponding with the 22nd day of Jemmadi-el-Akhar, in the year of the Hegira one thousand two hundred and fifty-six, have attached our seals and signatures.

Translation of the Deed of Sale of the Island called Mussa, granted by Sultan Mahomed bin Mohummed to the British Government.

In the name of the Most Merciful God!

The virtue of this writing is, that I, Sultan Mahomed bin Mohummed, Governor of Tajowra, I, for myself and posterity, bargained and granted the Island called "Mussa" to the British Government for ten bags of rice. I agreed to and sold the said Island for the said quantity of rice, and it is belonging and pertaining to British Government.

In the presence of the undersigned witnesses, and God is also witness between us, this 22nd Jemmadi-el-Akhar, in the year one thousand two hundred and fifty-six (1256) Hegira, or 19th day of August 1840.

(Signed) SULTAN MAHOMED BIN MOHUMMED.

Witnesses:

(Signed) BEMTHA EBEN MAHOMED, *Minister.*

" ABOOBACKER MURJAN.

" SHOMAKEE BIN ALI.

" HAJEE ABDOOL RUSSOOL, *British Agent at Mocha.*

" ROBERT MORESBY, *Captain, I. N., Commanding H. C.'s Steam Frigate "Sesostris."*

The 19*th August* 1840.

No. XCVIII.

COMMERCIAL Treaty entered into between SYUD MAHOMED BAR, Governor of Zaila, for himself and posterity, and CAPTAIN MORESBY, of the Indian Navy, on the part of the HONOURABLE EAST INDIA COMPANY.

It being advantageous to both parties to enter into a Treaty of peace and commerce, and that lasting friendship and good will should exist between each other, we, Syud Mahomed Bar, Governor of Zaila, and Captain Robert Moresby, of the Indian Navy, on account of the Honourable East India Company being fully authorized to do so, agree to the following capitulations and Articles:—

ARTICLE 1.

That the English nation and all vessels, ships and boats lawfully sailing under the British flag, commanded by European or Native subjects of the English, having merchandize of any description, shall be respected and permitted, without the slightest prejudice or molestation to their persons or effects, to enter and trade in the port of Zaila and all other ports under the Governor of Zaila, paying a duty of 5 per cent. upon all produce. The subjects of the Governor of Zaila shall also pay the same duty in all English ports.

ZAILA AND TAJOWRA.

No. XCVIII.

ARTICLE 2.

The Governor of Zaila will endeavour all in his power to introduce British property and merchandize into the interior State of Zaila, and engages at all times to protect, respect and regard the person or persons of English and their subjects and friendly advice of any authorized person or Agent belonging to the British Government, who while at Zaila to be respected and regarded. The English on their part allow the same to be done in their port of Aden, or elsewhere, and to assist the trade from Zaila.

ARTICLE 3.

The Governor of Zaila engages not to enter into any Treaty or Bond with any other European nation or person, or allow other Europeans to settle in his territories, or pass through in any numbers, without bringing the subject, in the first instance, to the notice of the British Government at Aden, so that the same may be in no manner detrimental to his friends the English or their commerce, in return for which the English will do all in their power to assist the Governor of Zaila in improving his commercial resources.

ARTICLE 4.

Any subjects of either power having committed crime or offence are to be punished by their own laws and customs of the countries they belong to.

ARTICLE 5.

Syud Mahomed Bar makes over the Island called Aubad near Zaila to the English Government for the harbour of their ships and vessels without any prohibition whatever.

We, Syud Mahomed Bar, Governor of Zaila, and Captain Robert Moresby, of the Indian Navy, on the part of the English Government of India, do ratify and agree to keep faithfully the above Articles that peace and friendship may be lasting between us: In witness whereof we have set our names and seals.

(Signed) R. MORESBY, *Captain,*
Commanding H. C.'s Steam Frigate "Sesostris."

MOKHA,
The 3rd September 1840.

SOMALEES.

The Habr Owul.—In 1827 a British vessel trading at Berbera was attacked and plundered by the Habr Owul tribe of Somalees. Berbera is a port to the east of Zaila and Tajowra and nearly opposite to Aden. In consequence of unhealthy winds it is deserted for six months every year. During the rest of the year it is visited by caravans of different tribes from the interior of Africa. A vessel of war was sent to punish the tribe for the outrage which they had committed. On 6th February 1827 a Treaty of peace and commerce (No. XCIX.) was signed by the elders of the tribe.

An expedition was sent in 1854 to explore the country between Berbera and Zanzibar. On the 18th of April 1855 the party were suddenly attacked by Somalees of the El Moosa tribe; two British Officers were wounded, one was killed, and the entire property of the expedition was carried off. A demand was at once made on the Habr Owul tribe for the surrender and punishment of the chief offenders and the demand was enforced by the blockade of Berbera. The elders of the tribe did their best to comply with the demand, but were unable to apprehend the actual murderers, who took refuge in the interior. The British Government at last consented to withdraw the blockade on the Somalees binding themselves by a Treaty (No. C.) to use their utmost endeavour to deliver up the murderers, to allow free trade with their territories, to abolish traffic in slaves, and to treat with respect any British Agent who might be deputed to see that the conditions of the Treaty were observed.

Other Tribes.—In 1855 the elders of the Habr Gerhagis and the Habr Taljala tribes of Somalees entered into an Engagement (No. LXXXV.) with the Political Resident at Aden to prohibit the slave trade.

SOMALEES.

No. XCIX.

No. XCIX. ARTICLES of friendship and commerce made between J. J. GORDON BREMER, Esq., C. B., Captain of His Britannic Majesty's Ship *Tamar*, representing the English nation in Northern Africa, and the Sheiks of the tribe of Habr Owul.

ARTICLE 1.

It is agreed that from henceforth there shall be peace and friendship between the subjects of His Majesty the King of England and the Sheiks of the Habr Owul tribe and their men, and all other inhabitants of the coast of Africa over which they have authority and influence.

ARTICLE 2.

It is agreed that any vessels bearing the English flag which may come to the port of Berbera, (or any other port under the authority of the Sheiks of the Habr Owul tribe,) for the purpose of trade shall not be molested or injured, but shall receive every protection and support from the said Sheiks, that they shall be at liberty to enter into any trade they may think fit to choose, and that they shall be at liberty to depart from the said port at their pleasure without impediment, injury, or molestation.

ARTICLE 3.

It is agreed that in like manner any vessels or persons belonging to the said Sheiks of Habr Owul tribe which shall come into any port belonging to His Majesty the King of England shall receive protection and support, and be treated in all respects the same as other vessels or persons trading to those ports.

ARTICLE 4.

It is agreed that as an equivalent for the value of the British Brig *Marianne* and her cargo, which was plundered in the port of Berbera, there shall be paid by the said Sheiks of the Habr Owul tribe to the said Captain J. J. Gordon Bremer, C. B., or to some person duly authorized by him to receive it, the sum of fifteen thousand Spanish Dollars, or produce to the same amount, in three equal payments, that is to say, five thousand Dollars, or produce to that amount, this year 1827 and of the Hegira 1242, and the same sum in each of the two following years, that is to say, on or before the conclusion of the trading season in the month of April, or two hundredth day of the Nowroz.

ARTICLE 5.

Two Lascars belonging to the British Brig *Marianne* having been killed when the said vessel was plundered and destroyed, the Sheiks of the Habr Owul tribe do hereby agree to pay the sum of Dollars for the support of the families of the murdered men, according to the Mahomedan law in such cases.

Confirmed and sealed at Berbera, in Africa, on the 6th day of February in the year of our Lord Jesus Christ 1827 *and of the Hegira* 1242, *the 9th day of the moon Rujub.*

(Signed) J. J. GORDON BREMER, [L.S.]
M. E. BAGNOLD,
Pol. Agent, Witness.

Witness:
SHURMARKAY ALI SAULEH.

(Signed) by Ismail Gella for himself, and Omar Kadim Hussin Ban and Ismail Goled, Sheiks of Habr Owul tribe.

Approved by the Bombay Government on 10th May 1827.

No. C.

ARTICLES of peace and friendship concluded between the Habr Owul tribe of Somalees on the one part, and BRIGADIER WILLIAM MARCUS COGHLAN, Political Resident at Aden, on behalf of the HONOURABLE EAST INDIA COMPANY, on the other.

Whereas on the 19th of April 1855, corresponding with the 1st of Shaban 1271, a treacherous attack and murder was perpetrated at the port of Berbera by a party of the Habr Owul tribe upon a party of British Officers about to travel in that country, with the consent and under the protection of the elders of the tribe, in consequence of which outrage certain demands were made by the Government of India and enforced by a blockade of the Habr Owul coast, and whereas it has become apparent that the said tribe has fulfilled those conditions to the utmost of its ability and has prayed to be relieved from the blockade: Therefore it is agreed—

ARTICLE 1.

That the elders of the Habr Owul will use their best endeavours to deliver up Ou Ali, the murderer of Lieutenant Stroyan.

SOMALEES.

No. C.

ARTICLE 2.

That until this be accomplished, the sub-tribe Esa Moosa, which now shelters, and any other tribe which may hereafter shelter, harbour, or protect him, the said Ou Ali, shall be debarred from coming to Aden.

ARTICLE 3.

That all vessels sailing under the British flag shall have free permission to trade at the port of Berbera, or at any other place in the territories of the Habr Owul, and that all British subjects shall enjoy perfect safety in every part of the said territories, and shall be permitted to trade or travel there under the protection of the elders of the tribe. In like manner shall the members of the Habr Owul tribe enjoy similar privileges at Aden or any other part of the British possessions.

ARTICLE 4.

The traffic in slaves throughout the Habr Owul territories, including the port of Berbera, shall cease for ever, and any slave or slaves who, contrary to this engagement, shall be introduced into the said territories shall be delivered up to the British, and the Commander of any vessel of Her Majesty's or the Honourable East India Company's Navy shall have the power of demanding the surrender of such slave or slaves, and of supporting the demand by force of arms if necessary.

ARTICLE 5.

The Political Resident at Aden shall have the power to send an Agent to reside at Berbera during the season of the fair, should he deem such a course necessary, to see that the provisions of this Agreement are observed, and such Agent shall be treated with the respect and consideration due to the representative of the British Government.

ARTICLE 6.

That on a solemn promise being given by the elders of the Habr Owul faithfully to abide by the Articles of this Agreement and to cause the rest of the tribe to do so likewise, and to deliver up to the Political

SOMALIS.

No. C *A*.

No. C *A*.

ENGAGEMENT concluded between LIEUTENANT-COLONEL W. L. MEREWETHER, C. B., Political Resident, Aden, and SULTAN MAHMOOD bin YOOSOOF, Chief of the Mejerteyn tribe of Somalis and elders of the said tribe.

INFLUENCED by motives of humanity and by a desire to conform to the principles on which the great English Government is conducted, we lend a willing ear to the proposals of our friend, Lieutenant-Colonel William Lockyer Merewether, C. B., Political Resident at Aden, that we should covenant with him and each other to abolish and prohibit the exportation of slaves from any one part of Africa to any other place in Africa or Asia or elsewhere under our authority. We whose names and seals are set to this bond, as therefore in the sight of God and of men, solemnly proclaim our intention to prohibit the exportation of slaves from Africa by every means in our power: we will export none ourselves, nor permit our subjects to do so, and any vessel found carrying slaves shall be seized and confiscated and the slaves shall be released.

Signed this twentieth day of February one thousand eight hundred and sixty-six (4th of the month Shawal 1282) at Bunder Mareea.

(Sd.) SULTAN MAHMOOD YOOSOOF.

Witness to the above.

(Sd.) MOOSA bin YOOSOOF OTHMAN.

,, SAMUNTER OTHMAN.

,, ADRESS MAHMOOD.

(Sd.) W. L. MEREWETHER, *Lieut.-Col.*,
Poltl. Resident, Aden.

Resident at Aden any party who may violate it, the blockade of the Habr Owul coast shall be raised, and perpetual friendship shall exist between the British and the Habr Owul.

Done at Berbera this seventh day of November one thousand eight hundred and fifty-six of the Christian era, corresponding with the eighth day of Rubee-ool-Awul one thousand two hundred and seventy-two of the Hegira.

Mark.	(1.)	MAHOMED ARRALEH,	*Ayal Yoonus.*
„	(2.)	AHMED ALI BOOKERI	
„	(3.)	NOOR FARRAH,	
„	(4.)	AHMED GHALID,	*Ayal Ahmed.*
„	(5.)	MAHOMED WAIS,	
„	(6.)	MUGGAN MAHOMED,	
„	(7.)	ROBBLIE HASSAH,	*Makahil.*
„	(8.)	ATEYAH HILDER,	
„	(9.)	FARRAH BENIN,	
„	(10.)	AWADTH SHERMARKI,	...*Ayal Hamood.*

Signed in my presence at Berbera on the 7th November 1856.

(Signed) R. L. PLAYFAIR,
Assistant Political Resident, Aden.

(Signed) W. M. COGHLAN,
Political Resident.

Aden, 9th November 1856.

Ratified by the Right Honourable the Governor General in Council, at Fort William, this twenty-third day of January 1857.

(Signed) CANNING.
„ GEO. ANSON.
„ J. DORIN.
„ J. LOW.
„ J. P. GRANT.
„ B. PEACOCK.

By order,
(Signed) G. F. EDMONSTONE,
Secretary to the Government of India.

ZANZIBAR.

The Island of Zanzibar and the greater part of the eastern coast of Africa were conquered by the Portuguese in the beginning of the sixteenth century. Driven to despair by the tyranny of their rulers the inhabitants of Mombassa, in 1698, invited the assistance of the Imam of Muscat, who expelled the Portuguese and put many of them to the sword. It was not till 1784, however, in the time of Ahmed bin Saeed, that the Muscat Arabs established a permanent footing in the Island of Zanzibar, and even for many years afterwards till the accession of Syud Saeed in 1807 the subjection of Zanzibar was little more than nominal.

In 1746 the people of Mombassa threw off allegiance to Muscat, elected Sheikh Ahmed as their Sultan, and maintained their independence till 1823, when fearing the aggression of the Imam, Soleiman bin Ali, the Sultan of Mombassa, with the consent of the people put himself under British protection. On 7th February 1824 a Convention was concluded with him, by which the port of Mombassa and its dependencies, including the Island of Pemba and the coast between Melinda and the river Pangani were placed under the protectorate of Great Britain. This engagement, however, was not ratified, and in 1828 the Imam of Muscat sent a force against Mombassa which surrendered to him.

The Zanzibar dominions extend from Cape Delgado about 1,100 miles northward along the coast. In 1844 Syud Saeed of Muscat appointed his son Syud Khaleed as his deputy and successor in Zanzibar and his son Syud Thowaynee in Muscat. Syud Khaleed died in 1854, and the Imam appointed a younger son Syud Majeed to succeed him. On the Imam's death in 1857, Syud Thowaynee, being ruler of Muscat, laid claim to Zanzibar. He concluded an engagement, however, with his brother Syud Majeed, by which the latter was left in possession of the African dominions, subject to an annual payment of 40,000 crowns. A dispute soon arose regarding the nature of this payment and whether it implied the dependence of Zanzibar on Muscat. War was threatened but both parties were persuaded to refer the question to the arbitration of the Governor General of India and to abide by his deci-

sion. A Commission was appointed to investigate the case. On the evidence obtained by this Commission, Lord Canning gave an award (No. CI.) to which both parties agreed, *viz.*, that Syud Majeed should be declared ruler of Zanzibar and the African dominions of the late Syud Saeed and be subject to an annual payment, with arrears, of 40,000 crowns in perpetuity to Muscat, which payment was not to be considered as implying the dependence of Zanzibar on Muscat.

The Sultan of Zanzibar is of course bound by those Articles of the Treaties concluded with his late father which refer to Zanzibar. He has recently prohibited the transport of slaves from one port in his dominions to another during the slave season, that is, from 1st January to 30th April in each year.

No. CI.

Letter to His Highness Syud Majeed bin Saeed, of Zanzibar.

Beloved and Esteemed Friend,—I address your Highness on the subject of the unhappy differences which have arisen between yourself and your Highness' brother the Imam of Muscat, and for the settlement of which your Highness has engaged to accept the arbitration of the Viceroy and Governor General of India.

Having regard to the friendly relations which have always existed between the Government of Her Majesty the Queen and the Government of Oman and Zanzibar, and desiring to prevent war between kinsmen, I accepted the charge of arbitration between you, and in order to obtain the fullest knowledge of all the points in dispute, I directed the Government of Bombay to send an Officer to Muscat and Zanzibar to make the necessary enquiries. Brigadier Coghlan was selected for this purpose, an Officer in whose judgment, intelligence, and impartiality the Government of India reposes the utmost confidence.

Brigadier Coghlan has submitted a full and clear report of all the questions at issue between your Highness and your brother.

I have given my most careful attention to each of these questions.

The terms of my decision are as follows :—

1*st.*—That His Highness Syud Majeed be declared ruler of Zanzibar and the African dominions of His late Highness Syud Saeed.

ZANZIBAR.

No. CI.

2nd.—That the ruler of Zanzibar pay annually to the ruler of Muscat a subsidy of 40,000 crowns.

3rd.—That His Highness Syud Majeed pay to His Highness Syud Thowaynee the arrears of subsidy for two years or 80,000 crowns.

I am satisfied that these terms are just and honourable to both of you; and as you have deliberately and solemnly accepted my arbitration, I shall expect that you will cheerfully and faithfully abide by them, and that they will be carried out without unnecessary delay.

The annual payment of 40,000 crowns is not to be understood as a recognition of the dependence of Zanzibar upon Muscat, neither is it to be considered as merely personal between your Highness and your brother Syud Thowaynee. It is to extend to your respective successors, and is to be held to be a final and permanent arrangement, compensating the ruler of Muscat for the abandonment of all claims upon Zanzibar and adjusting the inequality between the two inheritances derived from your father, His late Highness Syud Saeed, the venerated friend of the British Government, which two inheritances are to be henceforward distinct and separate.

I am,
Your Highness'
Sincere friend and well wisher,
(Signed) CANNING.

FORT WILLIAM,
The 2nd April 1861.

TRANSLATION of an Arabic letter from HIS HIGHNESS SYUD MAJEED BIN SAEED, Sultan of Zanzibar, to LIEUTENANT COLONEL C. P. RIGBY, Her Majesty's Consul at Zanzibar, dated Zanzibar, the 19th day of the month of Zilhej, in the year 1277 Hegira, corresponding to the 29th June 1861.

AFTER COMPLIMENTS,—I desire to inform you that I have been very much gratified by the receipt of the letters from His Lordship the Governor General of India and His Excellency the Governor of Bombay, conveying to me the intelligence of the settlement of the disputes which existed between myself and my brother Thowaynee bin Saeed. And, regarding the decision, that I shall pay to my brother Thowaynee the sum of 40,000 crowns annually, and also the sum of 80,000 crowns on account of arrears for two years, I agree to pay these sums, and I

accept and am satisfied with the terms of the decision, and they are binding on me, and it is the desire of the British Government (Javabel Sircar) that each of us, that is, myself and my brother Thowaynee, shall be independent of each other in his own dominions and Sultan over his own subjects, that is to say, that Zanzibar and the Islands (Pemba and Monfea), and the dominions on the continent of Africa dependent upon it, shall be subject to me, and that Muscat and its dependencies, with the land of Oman, shall be subject to my brother Thowaynee bin Saeed, and that we should dwell in peace and friendly alliance the one with the other, as is customary between brothers. I pray that it may be so, if it please God. I feel very much obliged to the British Government for all its kindness and favour, and for having averted from my dominions disorders and hostilities. During my life-time I shall never forget the kindness which it has shown to me. And now what I desire from you is this, that you will mention to His Lordship the Governor General of India that he should kindly determine that the payment of the 40,000 crowns per annum to my brother Thowaynee shall be settled as follows, *viz.*, that 20,000 crowns shall be due and payable each year at the "Monsim," (about April, when the south-west monsoon sets in,) and that the other 20,000 crowns shall be due and payable each year at the "Daman," (about September, October, when the annual accounts are made up, and the revenue from the customs is paid,) in like manner as I before agreed to do when I made the arrangement, through my cousin Mahomed bin Salim, to pay 40,000 crowns annually to Muscat.

And respecting the 80,000 crowns, arrears for two years, that it shall be paid as soon as I can possibly do so.

This I desire, in order that there may be no ground of dispute hereafter.

This is what I wish for from the friendship of the Government.

And for whatsoever you may desire from me the sign is with you.

From the confiding slave in God's mercy, Majeed bin Saeed.

Written on the 19*th day of the month of Zilhej, in the year* 1277 *of the Hegira, corresponding to the* 29*th June* A. D. 1861.

ZANZIBAR.

No. CI.

From the Sultan of Zanzibar, to the Right Honourable the Governor General, dated Zilhej A. H. 1267, corresponding with 25th June 1861.

After usual Compliments,—My chief object in addressing this friendly letter to your Excellency is to enquire after your health. May the Almighty always protect your Excellency from all evils. As to myself, who am under great obligations to your Excellency, I beg to state that by the grace of God, and under your auspices, I am in the enjoyment of good health. I offer my prayers to the Almighty for your long life and for the destruction of your enemies. Your Excellency's kind letter reached me at an auspicious time, and I have become fully acquainted with its contents. When I referred to your Excellency for settlement the dispute which long existed between myself and my brother Syud Thowaynee bin Saeed, I made up my mind to act up to any award which you might pass on the case. I agree, as directed by your Excellency, to pay to my said brother the sum of 40,000 crowns annually, and 80,000 crowns on account of arrears for the last two years.

Considering me as a sincere friend, your Excellency will not, I hope, forget me, and I will cheerfully execute any commissions which shall be entrusted to me by your Excellency.

To His Highness Syud bin Saeed, Sultan of Zanzibar.

Beloved and Esteemed Friend,—I have received with much satisfaction your friendly letter dated 15th Zilhej A. H. 1277. I am gratified to learn that my award for the settlement of the disputes which long existed between yourself and your brother Syud Thowaynee bin Saeed, the ruler of Muscat, has given satisfaction to your Highness.

The terms of the arbitration will be fulfilled if the sum of 40,000 crowns, payable to your brother annually, be paid by two instalments, *viz.*, the first at the Monsim and the second at the Daman.

I beg to express the high consideration I entertain of your Highness, and to subscribe myself.

Your Highness' sincere friend,

The 22*nd August* 1861. (Signed) Canning.

SUPPLEMENT

CONTAINING

VARIOUS TREATIES AND ENGAGEMENTS CONCLUDED

AND

SUNNUDS ISSUED SINCE THIS COLLECTION WAS COMMENCED.

JYNTEAH AND COSSYAH HILL TRIBES.

(*Vol. I., pages* 82—120.)

Agreements have been concluded with the Chiefs of the following States in the Jynteah and Cossyah Hills:—Nusteng, Moleem and Khyrim, Lungree and Mahram.

Nusteng.—Moot Sing, the Rajah of this petty State, expressed a desire to enter into an engagement defining the conditions of his subordination to the British Government. He died, however, before the engagement was concluded. Dun Sing was elected his successor, and he was recognized by the British Government and received the title of Rajah Bahadoor on his signing an engagement (No. CII.) of allegiance and fidelity.

Moleem and Khyrim.—In 1862 it was deemed expedient to establish a military cantonment and sanitarium at Shillong, in the Moleem country, instead of at Cherra Poonjee. The Rajah of Moleem was bound by his engagements* to give up whatever lands might be required for such purposes; still it was considered expedient to grant him compensation, which he desired should take the form of a cession of lands of equal value south and east of the River Oomean or Bogapanee. The subjection of British subjects to the rule of a Native Chief, however, being deemed objectionable, the Rajah was required to cede (No. CIII.) all his sovereign and personal rights in the land for a sum of Rupees 2,000, and the rights of the private proprietors were bought up for Rupees 6,325 and an annual payment of Rupees 108.

Rajah Rabon Sing, of Khyrim, having an interest in some portions of the land conjointly with the Rajah of Moleem, was also required to sign the Deed of Sale.

Lungree.—The Chief of Lungree died in December 1862. His elected successor, Oomit, was recognized by the British Government and received the title of Rajah on his signing an engagement (No. CIV.) of submission and fidelity.

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* See Vol. I., page 102.

Mahram.—In October 1864, Oo Sai Sing was elected Chief of Mahram in succession to Oo Sep Sing. He was recognized by the British Government on his signing the usual engagement (No. CV.) of allegiance and submission.

No. CII.

TRANSLATION of the AGREEMENT entered into by DUN SINGH, Rajah of Nusteng, with the Deputy Commissioner of Cherra Poonjee, in the Cossyah Hills.

I, Dun Singh, Rajah, son of Oola Beang Koonwur, of Nusteng, in the Cossyah Hills, having been appointed ruler of Nusteng, do hereby agree and promise to conduct myself agreeably to the following Rules :—

ARTICLE 1.

I consider myself under the general control and authority of the Political Officer at Cherra Poonjee. All disputes between myself and Chieftains of other Cossyah States shall be referred for trial and decision to the British Court.

ARTICLE 2.

I shall always reside in the Nusteng ilaka, and decide without partiality, in open Durbar, with the assistance of my Muntrees, Sirdars and elders, according to the ancient and established customs of the country, all civil suits and criminal cases occurring there that are beyond the cognizance of the Police in which only the people of that ilaka may be concerned. All cases in which Europeans and inhabitants of the plains, or of other Cossyah States, are parties, are to be tried by the Political Officer at Cherra Poonjee.

ARTICLE 3.

I shall obey all orders issued to me by the Political Officer at Cherra Poonjee, and make over, on demand, to the local Authorities, all refugees and civil and political offenders coming to, or residing in, my ilaka.

ARTICLE 4.

I shall furnish full information regarding my State and its inhabitants whenever I may be required to do so by Government Officers. I shall always endeavour to promote the welfare and happiness of my subjects, give every help and protection in my power to Government Officers and travellers passing though my country, or to settlers residing there; and use my best endeavours to facilitate free intercourse and trade between the people of my country and British subjects and the people of other Cossyah States.

ARTICLE 5.

The British Government reserves to itself the right of establishing military and civil sanataria, cantonments and posts, in any part of my ilaka where they may be required, full compensation being given for the lands thus occupied for these or other government purposes, and of opening roads in any direction through the country, in which matter I must render my utmost assistance when requisite.

Dated 22nd July 1862, *corresponding with 7th Srawun* 1269 *B. S.*

SUNNUD conferring the title of Rajah Bahadoor upon DUN SINGH, the elected ruler of Nusteng, dated the 26th January 1863.

Whereas you have been elected to be ruler of Nusteng, I do hereby confer upon you the title of Rajah Bahadoor on condition of your faithfully and fully observing the conditions specified in the agreement made with you on 22nd July 1862, corresponding with 7th Srawun 1269 B. S.

(Signed) ELGIN AND KINCARDINE.

JYNTEAH AND COSSYAH HILL TRIBES.

No. CIII. *Moleem.*

No. CIII.

Whereas it was stipulated in the Agreement entered into by me, Melay Sing, Rajah of Moleem, under date 19th March 1861, with the British Government, that the right of establishing civil and military sanitaria, posts, and cantonments within my country should remain with the British Government; whereas Lieutenant-Colonel J. C. Haughton, Agent to the Governor General, North-East Frontier, under the instructions of the said government, has selected, for the purpose of civil and military sanitaria, &c., the land hereinafter described, I hereby renounce, with the advice and consent of my Muntrees and the Heads of my people, all sovereign and personal rights therein to Her Majesty the Queen of England and the British Government. It is, however, stipulated, should the proprietors of any of the land within the limits hereinafter described be unwilling to sell or part with their land to the British Government, the said persons shall continue fully to enjoy the same without impost or taxation as heretofore, but that in all other respects the jurisdiction and sovereignty of Her Majesty the Queen of England and of the British Government and the Officers of Government duly appointed shall extend over the said land and over all persons residing thereon and to all offences committed therewithin:—

Boundary.—The boundary of the lands of Oo Don Sena to the south and east of the Oom Ding Poon stream which have been purchased; the boundary of the lands of Ka Stang Rapsang, south of the stream south of the Oom Ding Poon adjoining the village of Sadoo which have been purchased. The boundary of the lands of Oo Bat Khaobakee touching the Oom Ding Poon stream which have been purchased. The boundary of the lands of Ka Doke adjoining the last named which have been purchased; the boundary of the land of Sooaka adjoining the last named which have been purchased; the boundary of the Shillong lands which have been purchased, from which point the boundary will follow the north and west sides of the present government roads till the boundary of the lands of Borjon Muntree, which have been purchased, is met; it will then follow the boundary of the said Borjon's land till the boundary of the said land again meets the government road now existing, which it will follow till the boundary of the Raj lands purchased are met. It will follow the boundary of the Raj lands till that dividing the

Longdo lands of Nongseh from the Raj land and the land purchased from Oo Reang-Karpang of Nongseh and will go between the two last on the east side of a hill by a path till the boundary stone of the Longdo of Nongseh at the head of a water-course is met. It will then follow that water-course to the junction of it with the Oom Soorpee, leaving the hill with the Longdo jungle of fir trees on it to the left or north and west side. The boundary will then cross the Oom Soorpee River and ascend by a ravine opposite inclining somewhat to the right hand to monumental stones (Mowshin Ram), near one of which a peg and pile of stones is placed. The boundary will then descend the hill backwards towards the point of Youdoe Hill, that is, the hill on which the Youdoe Bazar is held, to a pile of stones and a peg not far from the government road which it crosses and not far from the Oom Soorpee River. The boundary thence turns north-east by ascending the hollow to the ridge which divides the water-flow, on which is a mark, to the hollow to the north-east, which it follows by the water to the Oom Kra River, leaving the Youdoe Bazar hill and the village of Mao Kra on the left hand. The boundary thence turns eastward, following the base of the hills and excluding all cultivation in the plains, including within it the hill lands given to the government by Oo Beh till the lands of Oo Dor given to government are met, whence the boundary, in the same way, follows the base of the hills excluding the cultivation in the plains till the River Pomding Neyam is met. Opposite a cave at the mouth of this stream, when it enters the plain, a peg and pile of stone is met. The boundary thence follows the same stream to its head in the rice lands of Oo Beh aforesaid, thence it follows the foot of the hills, leaving the village of Limera to the left or east side, and excluding the rice cultivation of Oo Beh, but including the hill land given by him to government, till it reaches the head of the said rice cultivation, where it turns sharply to the left or east between two hills till it reaches the banks of the stream Oom Pongteng Kom, the downward course of which it follows till the junction of the same water, now called Oom Soorpee, with the Oom Jussaci is reached. This river is the boundary till its source is reached from a pile of stones, near which, marking the boundary of land purchased from Oo Don Sena, the boundary crosses over south-westerly to the point where the Oom Shillong makes a bend, at that point stones have been

JYNTEAH AND COSSYAH HILL TRIBES.

No. CIII. *Moleem.*

placed opposite ten fir and five oak trees on the spur of a hill. The boundary then follows the Oom Shillong till the boundary of Oo Don Sena's land is met, which it follows the point from whence it started is reached. I agree that the government, or the possessor of the land within named, as well as the Shillong lands, shall have the joint right of turning off all water adjoining the said land for use, subject to such rules as the government may prescribe. I promise also, as far as in me lies, to preserve the sacred groves whereon the water supply is dependant, and to punish any of my subjects found cutting the trees of the said groves and to deliver up for punishment any British subject found so offending.

(Signed) MELAY SING RAJAH + His mark.
" LORMIET MONTANG + His mark.

SHILLONG,
The 10*th December* 1863.

Witness :
(Signed) U. JOYMONEE,
Interpreter.

Before me, this 18th December 1863, explained in Cossyah and signed.

(Signed) J. C. HAUGHTON.

Witnesses present not called on to sign, being unable to write.

Oo RAM, Muntree.	Oo DON KOONWUR.
Oo SONA "	Oo JON SIRDAR.
Oo JEE "	PURBUT, Interpreter.
Oo DON SENA, Muntree.	TAMA KOONWUR.
RAJAH SINGH KOONWER.	ALOP KOONWUR.
KUNRACE, of Khyrim.	

I, Melay Sing, having, on behalf of myself and my Muntrees, and all others concerned, ceded the Raj rights and title in the land at Shillong, known as the Shillong lands; the Raj lands south of the Oom

Soorpee, known as the Kurkontong Nongsch land; the land near Youdoe, known as the Shillong Labang land; hereby renounce all right and title thereto, resigning the same to Her Majesty the Queen of England with the trees, water, and all things thereon or therein, and hereby acknowledge to have received, in full satisfaction therefor, the sum of Rupees 2,000 (two thousand) from Lieutenant-Colonel Haughton, Governor General's Agent, North-East Frontier.

(Signed) MELAY SING His mark.
" RAJAH RABON SING His mark.

YOUDOE,
The 8th December 1863.

Rajah Rabon hereby acknowledges to have ceded all right on part of himself and his people.

(Signed) J. C. HAUGHTON,
Offg. Govr. Genl.'s Agent, N. E. F.

Witness:

(Signed) U. JOYMOONEE, *Interpreter.*

SREE ARRADHUN DOSS, *Mohurir.*

Present:

(Signed) Oo RAM, Muntree. } Moleem Poonjee.
" Oo JEE "
" Oo SOOBAH "
" Oo SONAH "
" Oo RAIMON " } Khyrim Poonjee.
" Oo BAMON "
" Oo MOOIK LONGSKOR.
" Oo SONKHA LONGDO.

(Signed) J. C. HAUGHTON,
Offg. Govr. Genl.'s Agent, N. E. F.

JYNTEAH AND COSSYAH HILL TRIBES.

No. CIV.

Lungree.

No. CIV.

Engagement executed by the Chief of Lungree.

I, Oomit Sing, having succeeded to the Raj of Lungree on the death of Soonder Sing, my uncle, late Rajah, according to the custom of the country, and with the approval of the Chiefs and elders, and also with the sanction of the Viceroy and Governor General of India, promise to be faithful in allegiance to Her Majesty the Queen of England, her Heirs and Successors, and I bind myself to the following Articles :—

Article 1.

That I shall consider myself under the general control and authority of the Deputy Commissioner in the Cossyah and Jynteah Hills, or such other Officer as may be from time to time appointed by government, to whom I shall refer all disputes between myself and the Chieftains of other Cossyah States, and that I clearly understand, I hold my appointment under authority from the British Government, which reserves to itself the right of removing me from office, and appointing another Chieftain in my stead, if I should fail to give satisfaction to the British Government and the people of the district.

Article 2.

That I shall reside in the Lungree district, and decide in open Durbar, with the assistance of the Muntrees, Sirdars, and the elders, according to ancient and established custom of the country, all civil and criminal cases, not of a heinous nature, in which the inhabitants of the said district only are concerned. I agree to refer to the Deputy Commissioner in the Cossyah and Jynteah Hills, or other Officer appointed for the purpose by government, all cases, civil or criminal, in which Europeans or other foreigners, including the inhabitants of the plains, are concerned; also all cases in which inhabitants of other Cossyah States are concerned, and all heinous criminal cases.

Article 3.

That I shall obey all orders issued to me by the Deputy or other Officer appointed to the charge of the Hill districts, and make over, on demand, to the local Authorities, all refugees, and civil and political offenders, coming to, or residing in, the Lungree district.

ARTICLE 4.

That I shall furnish full information regarding the Lungree district and its inhabitants whenever I may be required to do so by government Officers, will render every assistance in developing the resources of the country, will give every help and protection in my power to Government Officials and travellers passing through the country, or to settlers residing there, and will use my best endeavours to facilitate free intercourse and trade between the people of the country and the British subjects and the people of other Cossyah States.

ARTICLE 5.

The British Government shall have the right of establishing military and civil sanataria, cantonments, and posts, in any part of the Lungree district where they may be required. I agree to give all lands required for such purposes, the possessors, where the land does not belong to the Raj, being duly compensated therefor.

ARTICLE 6.

Lastly, I, my heirs and successors, will abide by the terms of the agreement entered into with the government by the late Rajah on the 22nd September 1859, by which he ceded, in consideration of receiving half the profits, all his mineral rights, except those connected with the limestone tracts, leased to the late Mr. Henry Inglis up to 1283 B. S., and all the waste lands not paying revenue, which are not being brought into cultivation by the people of Lungree, and by which being brought into cultivation they will not be sufferers.

Dated Cherra Poonjee, 25th January 1864.

Seal and mark of
OOMIT SING,
Rajah of Lungree.

Witnessed by
J. B. SHADWELL,
Assistant Commissioner in charge.

⊙ Mark of SCIDEE, Muntree, of Lauring.
ⵀ Mark of OOWAN, Muntree, of Lauring.
≠ Mark of OOSAM, Muntree, of Lauring.
ɱ Mark of OO RAMSING, Muntree, of Lauring.

JYNTEAH AND COSSYAH HILL TRIBES.

Nos. CIV & CV.

Lungree & Mahram.

Sealed and signed in my presence on the 25th day of January 1864, when it was explained to the Rajah that a Sunnud and Khillut would be forwarded by the Viceroy and Governor General.

(Signed) J. B. SHADWELL,
Assistant Commissioner in charge.

SUNNUD conferring the title of "Rajah" upon OOMIT SING, the Chief of Lungree.

Whereas you have been elected to be ruler of Lungree, I do hereby confer upon you the title of Rajah on condition of your faithfully and fully observing the conditions specified in the agreement made with you on the 25th January 1864.

(Signed) JOHN LAWRENCE.

Dated 7th June 1864.

No. CV.

ENGAGEMENT executed by the Rajah of Mahram.

I, Oo Sai Sing, resident of Mahram, according to the custom of country, and with the approval of the Chiefs and elders of Mahram, being the lawful heir and successor to the late Oo Sep Sing, Dhollah Rajah of Mahram, in anticipation of being duly created, under the orders of the Viceroy and Governor General of India, Dhollah Rajah of Mahram, do hereby promise to be faithful in allegiance to Her Majesty the Queen of Great Britain and its dependencies, Her heirs and successors, and I bind myself to the following Articles:—

ARTICLE 1.

I consider myself under the general control and authority of the Deputy Commissioner in the Cossyah and Jynteah Hills, or such other Officer as may be from time to time appointed by government, and I will refer all disputes between myself and the Chieftains of other Cossyah States to the Deputy Commissioner aforesaid, and I clearly understand that I hold my appointment under authority from the British Government, which reserves to itself the right of removing me from office and appointing another Chieftain in my stead, if I should fail to give satisfaction to the British Government or to the people of Mahram.

ARTICLE 2.

I agree to reside in the Mahram district, and promise to decide, in open Durbar, with the assistance of the Muntrees, Sirdars, and the elders, according to ancient and established custom of the country, all civil and criminal cases, not of a heinous nature, in which the inhabitants of the said country only are concerned. I agree to refer to the Deputy Commissioner in the Cossyah and Jynteah Hills, or to any other Officer appointed by government for the purpose, all cases, civil and criminal, in which Europeans or other foreigners, including the inhabitants of the plains, are concerned, as also all cases in which subjects of other Cossyah States are concerned, and all heinous criminal cases.

ARTICLE 3.

I bind myself to obey all orders issued by the Deputy Commissioner or other Officer appointed to the charge of the Hill districts, and to make over, on demand, to the duly constituted Authorities all refugees and civil and political offenders coming to, or residing in, the Mahram district.

ARTICLE 4.

I also agree to supply full information regarding the Mahram district and its inhabitants whenever I may be required so to do by the Officers of government. I will also render assistance in developing the resources of the country, and I will give aid and protection to Government Officials and travellers passing through Mahram as also to settlers residing therein, and will use my best endeavours to facilitate free intercourse and trade between the people of the country under me and British subjects and people of other Cossyah States.

ARTICLE 5.

The British Government will have the right of establishing military and civil sanataria, cantonments, and posts, in any part of the Mahram district under my control, and I agree to give all lands required for such purposes on the understanding, when the land or lands do not belong to the Raj, that the proprietors shall receive compensation.

ARTICLE 6.

Lastly, I bind myself, my heirs and successors, to the terms of the agreement entered into with the government of British India by the late

JYNTEAH AND COSSYAH HILL TRIBES. — No. CV. — *Mahram.*

Rajah Oo Sep Sing on the 22nd September 1859, by which he ceded, in consideration of receiving half the profits all his mineral rights (except those connected with the Mahram tracts leased to the late Mr. Henry Inglis up to 1283 B. S.), and all the waste lands not paying revenue which are not being brought under cultivation by the people of Mahram, and by which they will not be sufferers.

Dated Youdœ (fifth) 5th October 1864.

⊙ Oo SAI SINGH, *Rajah*,
His Seal and mark.

Witnessed by
GRISH CHUNDER BOSE.

✓ Mark of RAM SING, Muntree.	/ Mark of TOR SAI, Muntree.
♉ Mark of Oo SUGI, ,,	♑ Mark of W. SONA, ,,
ʒ Mark of W. TAR, ,,	O Mark of W. SAIH, ,,
ʓ Mark of W. SAR SING, Gooshtee.	♏ Mark of U. RAM, Gooshtee.
♏ Mark of SUNTOO, ,,	♍ Mark of KHALAET VASUED.

Signed and sealed in my presence the 5th day of October 1864, when it was explained to the Rajah that a Sunnud and Khillut would be furnished on receipt of the orders of government.

(Signed) H. S. BIVAR,
Depy. Commr., Cossyah and Jynteah Hills.

SUNNUD confirming the election of Oo SAI SING to be Rajah of Mahram.

Whereas you have been elected by the chief men and people of Mahram to succeed the late Rajah Oo Sep Sing in the Chieftaincy, I hereby recognize and confirm your election to be Rajah of Mahram.

Be assured that so long as you remain faithful in your allegiance to the British Crown, and fully and faithfully fulfil your engagements with the British Government, the State of Mahram will remain to you in undisturbed possession.

(Signed) JOHN LAWRENCE.

Dated 5th December 1864.

ASSAM.

(*Vol. I., pages* 126—141.)

The Abors.—In the end of 1861 the Meyong Abors attacked and plundered a village in British territory. Preparations were being made to take permanent military command of the Abor country on the border of the Assam valley, when the tribe expressed a desire to renew friendly relations, and begged that their offences might be overlooked. On the 5th November 1862, an agreement (No. CVI.) was made with them binding them to respect British territory. The same engagement was subscribed on 16th January 1863 by the Kebang Abors.

On 8th November 1862 a similar engagment (No. CVII.) was concluded with the Abors of the Dihang Dibang Doars.

No. CVI.

Whereas it is expedient to adopt measures for maintaining the integrity of the British territory in the District of Luckhimpoor, Upper Assam, on the Meyong Abor Frontier, and for preserving peace and tranquillity, and whereas by virtue of a letter No. 11 of 11th October 1862, from the Officiating Commissioner of Assam, transmitting orders from the Government of Bengal, conveyed in a letter No. 265 T., dated 8th August 1862, from the Officiating Junior Secretary to the Government of Bengal, the Deputy Commissioner of Luckhimpoor has been authorized to proceed in this matter, an Engagement to the following effect has been entered into with the Meyong Abors this 5th day of November, A. D. 1862, at Camp Lalee Mookh :—

Article 1.

Offences committed by the Meyong Abors in a time of hostility towards the British Government, and for which the assembled heads of villages have sued for pardon, are overlooked and peace is re-established.

ARTICLE 2.

The limit of the British territory, which extends to the foot of the hills, is recognized by the Meyong Abors, who hereby engage to respect it.

ARTICLE 3.

The British Government will take up positions on the frontier in the plains, will establish stations, post guards, or construct forts, or open roads, as may be deemed expedient, and the Meyong Abors will not take umbrage at such arrangements, or have any voice in such matters.

ARTICLE 4.

The Meyong Abors recognize all persons residing in the plains in the vicinity of the Meyong Hills as British subjects.

ARTICLE 5.

The Meyong Abors engage not to molest or to cross the frontier for the purpose of molesting residents in the British territory.

ARTICLE 6.

The communication across the frontier will be free both for the Meyong Abors and for any persons, British subjects, going to the Meyong villages for the purpose of trading or other friendly dealings.

ARTICLE 7.

The Meyong Abors shall have access to markets and places of trade which they may think fit to resort to; and on such occasions they engage not to come armed with their spears and bows and arrows, but merely to carry their daos.

ARTICLE 8.

Any Meyong Abors desiring to settle in or occupy lands in the British territory engage to pay such revenue to government as may be fixed upon by the Deputy Commissioner; the demand, in the first instance, to be light.

ARTICLE 9.

The Meyong Abors engage not to cultivate opium in the British territory, or to import it.

ARTICLE 10.

In event of any grievance arising, or any dispute taking place between the Meyong Abors and the British territory, the Abors will refrain from taking the law into their own hands, but they will appeal to the Deputy Commissioner for redress and abide by his decision.

ARTICLE 11.

To enable the Meyong Abors of the eight khels or communities, who submit to this engagement, to keep up a Police for preventing any marauders from resorting to the plains for sinister purposes, and to enable them to take measures for arresting any offenders, the Deputy Commissioner, on behalf of the British Government, agrees that the communities referred to shall receive yearly the following articles :—

100 iron hoes (one hundred).
30 maunds of salt (thirty).
80 bottles of rum (eighty).
2 seers of Abkaree opium (two).
2 maunds of tobacco (two).

ARTICLE 12.

The articles referred to above, which will be delivered for the first year on the signing of this engagement, will hereafter be delivered from year to year to the representatives of the eight khels or communities of the Meyong Abors as aforesaid on their meeting the Deputy Commissioner at Lalee Mookh, or at any other convenient place on the Meyong Doar side.

ARTICLE 13.

On the occasion of meeting the Deputy Commissioner, the Meyong Abors, in earnest of their continued friendly feeling, engage to make a tribute offering of a mithun, pigs, and fowls, in exchange for which they will obtain usual suitable acknowledgments.

ASSAM.

No. CVI.

ARTICLE 14.

In event of Meyong Abors infringing or failing to act up to any of the provisions of this engagement, it will be considered null and void and will no longer have effect.

ARTICLE 15.

The original of this engagement, which is drawn up in English, will remain with the Deputy Commissioner of Luckhimpoor, Upper Assam, and a counterpart or copy will be furnished to the subscribing Meyong Abors.

ARTICLE 16.

In ratification of the above engagement contained in fifteen paragraphs, the Deputy Commissioner of Luckhimpoor, Assam, on behalf of the British Government, puts his hand and seal, and the recognized headmen or Chiefs of the eight khels or communities of the Meyong Abors affix their signatures or marks, this 5th day of November A. D. 1862.

Seal.

Signed) H. S. BIVAR, *Major,*
Depy. Commr., 1st Class, Luckhimpoor,
and Agent, Govr. Genl., North-East Frontier.

On behalf of the community of Munkoo.	Lomiur	Gham,	his mark	×
	Taukoor	"	"	×
	Yabang	"	"	×
	Chapeur	"	"	×
	Taying	"	"	×
On behalf of the community of Ramkong.	Pooruding	Gham,	his mark	×
	Azragi	"	"	×
	Kakoh	"	"	×
	Koling	"	"	×
	Goling	"	"	×
	Daling	"	"	×

On behalf of the community of Bokoong.	Moozung	Gham,	his mark	×
	Sootam	„	„	×
	Gandal	„	„	×
	Bidoo	„	„	×
	Takoor	„	„	×
	Yaleng	„	„	×
On behalf of the community of Padam-neh.	Kerie	Gham,	his mark	×
	Taddang	„	„	×
	Tuttoo	„	„	×
On behalf of the community of Kemi...	Tassee	Gham,	his mark	×
	Somuing	„	„	×
	Takokh	„	„	×
	Taneeh	„	„	×
	Takoom	„	„	×
	Takor	„	„	×
	Loling	„	„	×
	Lomeh	„	„	×
On behalf of the village of Lekang ...	Basing	Gham,	his mark	×
On behalf of the village of Galong ...	Taming	Gham,	his mark	×
	Takir	„	„	×
	Tussif	„	„	×
	Dookang	„	„	×
On behalf of the village of Ledoom ...	Looking	Gham,	his mark	×
	Taying	„	„	×

A precisely similar agreement was concluded with the Kebang Abors on 16th January 1863. The articles annually given to them are thirty maunds of salt-forty bottles of rum, four maunds of tobacco or Rupees 28 for tobacco, twenty-eight iron hoes, and two seers of opium.

ASSAM.

No. CVII.

No. CVII.

Whereas, with a view to maintain the integrity of the British territory and to preserve peace and tranquillity in the District of Luckhimpoor, Upper Assam, in the frontier bordering on the "Padoo," the "Meyboh," the "Silookh," the "Bompon," and the "Bor Abor" Hills, it is expedient to adopt certain measures, and whereas that the policy enjoined under a letter from the Officiating Commissioner of Assam, No. 11 of the 11th October, conveying the orders of the Government of Bengal in a letter No. 265 T, dated 8th August 1862, might with advantage be adopted towards the Abor clans aforesaid, pursuant thereto, at a meeting between the representatives of the Abor communities named, and the Deputy Commissioner of Luckhimpoor, Upper Assam, at Camp Dihang Dibang Mookh, on the 8th day of November A. D. 1862, the following engagement was entered into:—

Artcile 1.

The British territory which extends to the foot of the hills will be respected by the Abors of the communities named in the preamble.

Article 2.

The Abors hereby recognize all persons residing in the plains to be British subjects.

Article 3.

The Abors engage to take measures for preventing any parties from amongst their clansmen from molesting residents in the British territory.

Article 4.

The British Government may take up positions in the frontier, in the plains, may establish stations, post guards, or construct forts, or open roads, as may be deemed expedient, and the Abors will not take umbrage at such arrangements or have any voice in such matters.

Article 5.

The communication across the frontier will be free for the Abors and for residents in the British territory going to the Abor villages for the purpose of trade or other friendly objects.

ARTICLE 6.

The Abors shall have access, as heretofore, to markets and places of trade in the British territory they may think fit to resort to; but when trading, they, the Abors, engage not to come armed with their spear, bows, and arrows, but merely to carry their daos.

ARTICLE 7.

Any Abors settling or occupying lands in the British territory engage to such revenue to government as may be fixed upon; the demand, in the first instance, to be light.

ARTICLE 8.

The Abors engage not to cultivate opium in the British territory or to import it.

ARTICLE 9.

In event of the Abors having any grievance, or in case of any dispute arising between them and British subjects, the Abors will refrain from taking the law into their own hands; but they will in all cases appeal to the Deputy Commissioner and abide by his decision.

ARTICLE 10.

To enable the Abors of the clans or communities mentioned in the preamble to keep a Police for preventing any marauders from resorting to the plains for sinister purposes, and to enable them to take measures for arresting any offenders, the Deputy Commissioner, on behalf of the British Government, undertakes that the Abor communities referred to shall receive yearly the following articles:—

One hundred iron hoes.
Forty maunds of salt.
One hundred bottles of rum.
Two maunds of tobacco.

ARTICLE 11.

The articles referred to above, which will be delivered for the first year on the signing of this engagement, will hereafter be delivered from year to year to the representatives of the communities or clans named in the preamble.

ASSAM.

No. CVII.

ARTICLE 12.

On the occasion of the yearly meeting of the Deputy Commissioner and the Abors, the usual exchange of offerings and presents will take place.

ARTICLE 13.

In event of the Abors failing to act up to the provisions of this engagement, it will be null and void.

ARTICLE 14.

The original of this engagement, which is drawn up in English, will remain with the Deputy Commissioner of Luckhimpoor, Upper Assam, and a counterpart or copy will be furnished to the representatives of the Abor communities aforesaid.

ARTICLE 15.

In ratification of the above engagement contained in fourteen paragraphs, the Deputy Commissioner of Luckhimpoor, Upper Assam, puts his hand and seal, and the representatives of the Abor communities affix their marks or signatures, this eighth day of November 1862.

(Signed) H. S. BIVAR,
Deputy Commissioner.

On behalf of Meyboh	Popang Gham, his mark	×
On behalf of Padoo	Toomkur " "	×
On behalf of Silookh	Moskokh " "	×
On behalf of Bomjeon	Joloong " "	×
On behalf of the Bor Abors ...	Junbang " "	×
On behalf of the Bor Silookh Abors	Karmood, son of Onoo Gham, his mark	×
On behalf of Toomkoo Padoo Abors	Meyong Gham, his mark	×

BHOOTAN.

(*Vol. I., pages* 142—150.)

The Districts of Bhootan between the hills and the British frontier are known as the Doars, and take their names from the different passes which lead through the hills into Bhootan. Besides the Kooreapara Doar, formerly governed by the Twang Rajah, who was immediately dependent on Lassa, there are in all eighteen* Doars, eleven on the Bengal frontier and seven on the frontier of Assam. Over the Bengal Doars, which extend from the Teesta, on the eastern boundary of Sikhim, to the Monas, the Bootiahs have for long years held sovereign dominion; and previous to the annexation of Assam by the British Government during the first Burmese war, the Bootiahs had also wrested four of the Assam Doars from the Native government, while the other three were held on a sort of joint tenure by the Bootiahs and Assamese. How long this state of things had existed is not precisely known. The Bootiahs paid to the Assam government for the Doars a tribute of Rupees 3,049, partly in money and partly in goods; and after the annexation of Assam, the tribute was paid to the British Government, who also continued the system of joint occupation of the three Doars of Kooreapara, Booree Gooma, and Kulling, holding them for four months every year, and making them over to Bhootan for the other eight months.

BENGAL DOARS.

*1. Dalimkote.
2. Zamerkote.
3. Cheemarchee.
4. Lukhee.
5. Buxa.
6. Bulka.
7. Bara.
8. Gooma.
9. Reepoo.
10. Cheerung or Sidlee.
11. Bagh or Bijnee.

ASSAM DOARS.

Kamroop Doars.

12. Ghurkola.
13. Banska.
14. Chappagoree.
15. Chappakhamar.
16. Bijnee.

Durrung Doars.

17. Booree Gooma.
18. Kulling.

In 1828 the Bootiahs began the long series of outrages on the British frontier, which has ended in the annexation of all the Doars. The first attack was on Chatgaree, in the Durrung Zillah, by freebooters from the Booree Gooma Doar, and was followed by the occupation of the Doar by the British Government till 31st July 1834, when it was restored on evidence being given, afterwards ascertained to be false, of

BHOOTAN. the death of the leader of the freebooters. In May 1835 an attack was made on Nowgong, in Zillah Kamroop, from the Bijnee Doar, and in November of the same year another incursion was made into the Durrung District from the Kulling Doar.

Two months afterwards, in January 1836, another daring incursion attended with loss of life and property was made from the Banska Doar into the Kamroop District, headed by an influential Talookdar, who took refuge with the Dewangiri Rajah; thereupon the Banska Doar was temporarily occupied. The Dewangiri Rajah did not surrender the offenders till after he had been defeated in battle: eventually, at the humble entreaty of the Bootiahs, the Doar was restored.

The unsatisfactory state of affairs on the frontier determined government to send a friendly mission to the Bhootan Court, and, if practicable, to Lassa: Captain Pemberton was appointed envoy. Besides procuring information and statistics of the nature and resources of the country, and its political relations with Nepal and China, the chief object of the mission was to establish our frontier relations with Bhootan on an improved footing, and to provide for the punctual payment of the tribute which had fallen into arrears to the extent of about Rupees 45,500. This object was to be secured, if possible, by inducing the Bhootan government to make over the Doars to the management of the British Government in consideration of such annual payment as might be agreed upon, or by the commutation of tribute to a cession of land. Subsidiary to this political object was the improvement of commercial intercourse with Bhootan. The mission reached Poonakha on 1st April 1838, where it was well received; but Captain Pemberton utterly failed in coming to any satisfactory understanding with the Bhootan government. The country was suffering from the effects of a recent revolution. The new Deb Rajah, who had a short time previously succeeded to office by the deposition of his predecessor, was scarcely established in power, and the deposed Deb still held possession of Tassisudon. The Paro Pillo, who governed the Bengal Doars, and the Tongso Pillo, who governed the Doars of Assam, had established themselves in positions of virtual independence, while the latter had considerably strengthened his authority by inducing the priesthood to recognize in his son the regeneration of the Dhurm Rajah.

Under these circumstances the mission withdrew on 9th May, and the British Government had no course left but to take its own measures for the protection of the frontier.

In the mean time outrages on the frontier did not cease. In 1839 the Bootiahs carried off twelve British subjects, some of whom they murdered. The aggressions were committed less from the Western Doars under the Paro Pillo than from the Eastern under the Tongso Pillo, and the Kooreapara Doar under the Twang Rajah, an immediate dependent on the government of Lassa; a distinction in the policy pursued towards the frontier Governors of Bhootan was therefore deemed necessary. In October 1839 the Kulling, Booree Gooma, and Kooreapara Doars were attached, and the Bhootan government were informed that they would not be given up till the kidnapped subjects of the British Government were released, all arrears of tribute paid, and till the British Government were satisfied that the Central government in Bhootan were able to control their frontier Officers.

The deputation of another mission was suggested in 1841. The Deb Rajah was believed to be willing to farm all his Doars to the British Government; but as Bhootan was at the time in a state of anarchy, no good result could be expected from further negotiation. A letter was therefore addressed to the Deb Rajah on the 14th of June, warning him that, should the country continue much longer in a state of anarchy and our frontier be violated, the British Government would be compelled to occupy the remaining Doars. This letter produced no effect; and as the measures already taken had been approved by the Court of Directors, the Agent to the Governor General was authorized, on 6th September 1841, to attach the remaining Assam Doars as he might see to be proper and expedient.

The occupation of the three Doars in 1839 had been confessedly only temporary; but as the demands of the British Government had not been complied with up to September 1841, and the possible restoration of the Doars to Bhootan prevented the repopulation and improvement of the districts, the Agent to the Governor General suggested that the permanent annexation of the districts should be proclaimed, and that a share of the net revenues from one-third to one-half should be allowed to the Bhootan government. The permanent annexation of the Doars was agreed to, not only on grounds of policy and humanity,

BHOOTAN. but also on the ground that the tenure on which the Doars had been held by the Bootiahs for a certain portion of each year gave them no title to claim them as their own territory. The right of supremacy, it was asserted, had remained with the rulers of Assam, by whom the use of the Doars for certain months of the year had been granted to the Bootiahs as the price of their forbearance from plundering; and all that the Bootiahs had any pretension to was an equivalent for the value of the Doars to them previous to their resumption. This compensation was to be given on condition of abstinence from all marauding encroachments on British territory, on a calculation of the average profit which the Bootiahs had derived from the Doars for a period of five or ten years before their attachment. No data, however, existed on which to base such a calculation, and on 8th March 1843, Government agreed to pay to the Bootiahs one-third of the net revenues. At first the Bhootan Durbar refused to accept it, and the Deb and Dhurm Rajahs, and the Tongso Pillo, in September 1843, sent a deputation to Calcutta to demand the restoration of the Doars. This deputation departed without attaining its object, and eventually the Bhootan government accepted the arrangement. The first payment made to Bhootan was Rupees 8,334 only on the Assam Doars, exclusive of a payment of Rupees 5,000 on the Kooreapara Doar under a separate engagement.* This sum of Rupees 8,334 was calculated to be one-third of the net revenues as they stood in 1844, viz. :—

	Rs.	A.	P.
Booree Gooma	4,989	2	8
Kulling	1,752	8	0
Banska	15,622	7	5
Ghurkola	726	8	0
Bijnee	1,109	10	3
Chappagoree	1,830	2	0
Chappakhamar	73	0	7
Total ...	26,104	6	11

The net revenue of Kooreapara in the same year was Rupees 12,450-14-7, but as the Bootiahs were not content with one-third of this sum, Rupees 5,000 were paid, and the payment on the Assam Doars

* See Vol. I., pages 143 and 145.

was afterwards raised to Rupees 10,000, making the annual payment Rupees 15,000 in all, viz., Rupees 5,000 for the Kooreapara Doar, and Rupees 10,000 for the other Assam Doars. BHOOTAN.

In 1855 two Rajahs from Bhootan, one an uncle of the Dhurm Rajah and the other the Jadow or Dewangiri Rajah, also a relative of the Dhurm Rajah, were deputed to Gowhatty to demand an increase of the share of the revenues of the Doars; they were unsuccessful, and on their return to Bhootan they took occasion to commit several outrages in the Banska Doar, chiefly on the persons and property of government Officials. They plundered property to the value of Rupees 2,868, and tortured people to make them disclose their treasures. At the same time several incursions were made by Bootiahs from the hills, which were instigated by the Dewangiri Rajah, who was also the receiver of the stolen property. At this time the Dhurm Rajah was powerless in Bhootan. He had been deprived of his seals by rebellious Soobahs, and was anxious to put himself under the protection of the British Government. The British Government, of course, declined to interfere in the internal disputes of Bhootan, but a demand was made on the Deb and Dhurm Rajahs and the Tongso Pillo or Penlow, the Chief Bootiah Authority on the Eastern Frontier, for the surrender of those who had violated British territory, and orders were given to close the passes from the hills to the Doars if this demand should not be promptly complied with, or if any more outrages were committed. The Dewangiri Rajah, however, was removed from office by the Deb Rajah, and the Tongso Pillo, his brother, was fined double the amount of the property stolen. Under these circumstances, the passes were re-opened; and government limited its further demand to the recovery of an equivalent for the property stolen, the value of which (Rupees 2,868) was deducted from the Bootiah share of the revenue of the Doars.

The Tongso Pillo then addressed a threatening letter to the British Frontier Officers, demanding the payment of half the fine inflicted on him by the Deb Rajah and the surrender of some of the Bootiah offenders, who had been seized by the British Officers and were under trial. It was also reported that the Dewangiri Rajah was building forts, opening roads, and apparently preparing to harass our frontier. Precautions were at once taken for the protection of the frontier, and the permanent annexation of the

BHOOTAN. Bengal Doars was not only threatened but was ordered in the event of any repetition of aggressive movements on the part of Bhootan. The Deb Rajah was informed that although he might be ostensibly well disposed toward the British Government, yet if he was unable or unwilling, or remiss in his endeavours, to restrain his subordinate Chiefs, it could not be permitted that, for this want of power, or want of will, or want of energy, the subjects of the British Government should suffer, and that he must share in the penalty due to the delinquencies of those who owned his authority, and for whose acts of aggression on British territory he must be considered responsible.

The Dhurm and Deb Rajahs, the Tongso Pillo and the Dewangir Rajah, all apologized for their previous misconduct. Meanwhile, however, another outrage had been committed in the Gowalpara District. Arung Sing, the hereditary Zemindar of the Gooma Doar, who had taken refuge in British territory from a cruel imprisonment, was carried off from his residence in Mouza Pettah by a party of armed Bootiahs. A demand was made on the Bhootan government for the punishment of the offenders, and an apology for the acts of their dependants. This demand was accompanied with a warning that if atonement were not made for this new aggression, the Government of India would hold itself free to take permanent possession of the Bengal Doars. On the other hand, if full satisfaction should be offered for the aggression committed in carrying off Arung Sing, correspondence with the Tongso Pillo was to be resumed, and the Bootiah share of the Doar revenue was to be raised to Rupees 12,000.

No reply to the remonstrance was received from the Dhurm Rajah at all, while that of the Deb Rajah, not only in the case of Arung Sing, but in answer to the demand for the surrender of parties charged with dacoity and the murder of a British subject at Shaftabari, in Rungpore, was evasive and unsatisfactory. Further outrages also were reported: A British merchant, named Saligram Asaval, who had gone to Mynagoree to trade, was seized, and his release was refused. Two men also, with their wives, were forcibly carried away from Cooch Behar. A corps of observation was moved to the frontier, but before putting into execution the threatened annexation of the Doars, the Government of India desired to have full information on the political condition of Bhootan, in regard to which their information was curiously imperfect.

The enquiries made by the Bengal Government established the impression that the Central government of Bhootan at Tassisudon does, under ordinary circumstances, exercise an effective control over the subordinate provincial Governors or Soobahs, but that the degree of control varies with the state of parties at Court, and had of late been weakened by contentions for the office of Deb Rajah. It was reported that the Deb Rajah, a usurper, had recently died, and been succeeded by a new ruler with the entire consent of the party of the Dhurm Rajah, a change which was considered to be favorable to the cause of good order on the frontier, where the authority was divided between the Tongso Pillo in the Eastern Doars, the Paro Pillo in the Western, and the Deb Rajah himself in the Central Doars, each Doar, however, being directly under a Soobah or local Governor. Under these circumstances, having regard to the change which had taken place in the persons composing the government of Bhootan, and apparently in the temper of those authorities, it was determined not to proceed at once to coercion, but to make one more demand on the Dhurm and Deb Rajahs, with the warning that, if the demand should fail of success, the Government of India would take measures at its own pleasure for enforcing it. The measures suggested were the seizure in permanent possession of the tract of country which the Bhootan government held on this side of the Teesta, which was ceded to them more than seventy years ago, and was held by the British Government in farm; and if this did not prove sufficient, the occupation and retention of the Julpesh District beyond the Teesta, but not reaching to the Doars.

The outbreak of the mutinies prevented the execution of these measures. But on 15th April 1859, the Bengal Government submitted a list of the aggressions committed by the Bootiahs since 1857: it showed a total of thirty-three cases, in which 45 persons had been carried off by the Bootiahs, of whom 27 had been released, 1 had made his escape, and 17 remained in captivity. In one case the Bootiahs had also carried off property to the value of Rupees 20,936. With reference to these occurrences, the Governor General in Council decided that the time for coercion had arrived. The territory known as the Ambarree Fallacottah, on this side the Teesta, which was held in farm from Bhootan, was taken possession of; a letter was addressed to the Deb Rajah, stating

BHOOTAN. categorically the circumstances of each case of outrage, and requiring not only the restoration of captives, but the punishment of the guilty parties, and informing the Rajah that the territory would not be given back till full reparation should be made.

In the mean time the outrages in British territory and the territories of the Rajahs of Cooch Behar and Sikhim had not ceased. The marauders in these fresh dacoities belonged chiefly to the Balka, Sedlee, and Cheerung Doars. During the negotiations with Sikhim at the close of the Sikhim war, the Bhootan government repeatedly attempted to procure, through the Superintendent of Darjeeling and through the envoy to Sikhim, the payment of the rent of Ambaree Fallacottah, and after the conclusion of the Sikhim Treaty, the Bhootan Authorities had been threatening Sikhim, on the pretence that it was owing to the rupture between the British Government and Sikhim that the Ambaree Fallacottah rents had been withheld. The Deb Rajah, however, was informed that the stoppage of the rents was owing solely to the refusal of the Bhootan government to comply with the just demands of the British Government. But as it was doubtful whether, in consequence of the usurpations of the frontier Governors, the letters to the Central government of Bhootan were not intercepted, the Government of Bengal proposed to send a mission to Bhootan and permanently to locate a British Agent at the Court of the Deb Rajah.

The Government of India, with the approval of the Secretary of State in Council, determined that a mission should be sent to explain what the demands of the British Government were and what would be done if they were not conceded, and also to make our engagement with Sikhim clearly understood to the Bootiahs. But the expediency or otherwise of placing an Agent in Bhootan was to be left for consideration after the result of the mission was known.

A messenger was despatched with a letter to the Deb and Dhurm Rajahs, informing them of the intention to send an envoy and enquiring by what route the Bhootan government would wish him to proceed. On 11th October 1862, the Government of Bengal urged that the mission should start not later than the 25th of December 1862, and should proceed from Darjeeling across the Teesta into Bhootan, and march direct by the best and shortest route to Tassisudon or to

Poonakha, if the Durbar had not left its winter quarters by the time the mission arrived there. They suggested that another special messenger should be sent to announce the appointment of the envoy by name and the route by which he would march. But as the selection of the route of the mission had been left to the Deb and Dhurm Rajahs, the Governor General in Council resolved to await the answer to be brought by the special messenger. He arrived towards the end of 1862 with an evasive letter from the Deb Rajah, who expressed himself ready to receive the Agent to the Governor General, to converse about the Assam Doars; asked for payment of the Ambaree Fallacottah rents; intimated that the Dhurm Rajah was averse to an interview, and that Zinkaffs would be deputed to adjust the disputes when the season would permit.

With reference to this, the Bengal Government urged that, instead of waiting for the Zinkaffs, the mission should be dispatched at once, as it was impossible for the questions in dispute to be settled satisfactorily in any other way. But the Governor General was of opinion that as the Bhootan government had been asked to point out the route which the mission to Bhootan was to follow, it would not be advisable at so late a period in the cool season to raise a new question by selecting a route without waiting for the formal reply from the Bhootan rulers.

Up to the 19th March 1863 nothing more was heard of the promised deputation of the Zinkaffs, and as the messengers who had, as usual, come down to receive their share of the revenues of the Assam Doars, knew nothing of any intention on the part of the Bhootan government to send the deputation, it was finally determined that the envoy should proceed from Darjeeling after the rains of 1863, furnished with instructions, which were approved by Her Majesty's Government, and with a Draft Treaty which he was to negotiate.

Before the mission commenced their journey, information was received of the outbreak of a revolution in Bhootan, headed by the Soobah of Poonakha, who was supported by the Tongso Pillo, the Soobahs of East Bhootan, and the Dalimkote Soobah, and some of the western Chiefs, to overthrow the Deb Rajah, whose cause was espoused by the Paro Pillo, the Soobah of Tassisudon, and a few of the western Soobahs. The revolution was successful, and as the envoy reported that he did not

BHOOTAN. think that any serious difficulties would be placed in the way of the mission, and that the Soobah of Dalimkote had promised to give all the assistance in his power on the way to Tassisudon, the mission was, on 21st December 1863, authorized to start on their journey. The envoy reached Poonakha on the 13th of March, where he found the Deb and Dhurm Rajahs were puppets in the hands of the Tongso Pillo, the successful head of the late insurrection. By this man, who refused to treat except on condition of the restoration of the Assam Doars the mission were subjected to gross outrage and insult; with difficulty they obtained permission to return after the envoy had signed under compulsion an agreement that the British Government would re-adjust the whole boundary between the two countries, restore the Assam Doars, deliver up all run-away slaves and political offenders who had taken refuge in British territory, and consent to be punished by the Bhootan and Cooch Behar governments acting together if they ever made encroachments on Bhootan. The envoy resolved to sign this document after considering in concert with the other Officers of the mission and rejecting as more embarrassing to government every other course which appeared open to him.

The engagement which had been extorted from the envoy was at once repudiated by the British Government, and as a punishment for the outrageous treatment to which the mission had been subjected the Ambaree Fallacottah was declared (No. CVIII.) to be permanently annexed to the British dominions, and the payment of revenue to Bhootan from the Assam Doars was stopped for ever, and the Bhootan government were informed that if the demands of the British Government were not complied with by 1st September 1864, such further measures would be taken to enforce these demands as might appear to be necessary. No steps having been taken within the time specified to comply with these demands, the Bengal Doars were permanently annexed (No. CIX.) to the British territories, and the districts were occupied in force by British troops.

BHOOTAN.

No. CVIII.

No. CVIII.

Khureeta to His Highness the DEB RAJAH,—(dated Simla, the 9th June 1864.)

You are well aware that for many years past wanton outrages have been committed by your subjects within the territories of the British Government and within the territories of the Rajahs of Sikkim and Cooch Behar, who are under British protection. Men, women, and children have been kidnapped and sold into slavery; some have been put to death; others have been cruelly wounded; and much valuable property has been carried off or destroyed. These outrages, it is well known, are not the act of individual criminals, who set the laws of Bhootan at defiance; they are perpetrated with the knowledge and at the instigation of some of the leading Chiefs of Bhootan. Over a period of thirty-six years these aggressions have extended. Many remonstrances have been in vain addressed to the Bhootan government, and the British Government has been compelled, in its own defence and the defence of its protected and subordinate allies, to have recourse to measures of retribution. In 1828 and 1836 the British Government were most reluctantly forced to occupy the Booree Gooma and the Banska Doars, but these districts were subsequently restored to the Bhootan government in the hope that the Bhootan government would fulfil the offices of friendship towards their neighbour by restraining their subjects from the commission of such aggressions for the future.

This hope proved illusory, and after the British Government had in vain endeavoured to secure a better understanding with the Bhootan government by means of a friendly mission, it became necessary in 1841 to annex permanently to the British dominions the seven* Assam Doars, a measure which, it was believed, would convince the Bhootan government that British territory cannot with impunity be persistently and wantonly violated. Nevertheless, the British Government, willing to believe in the friendship of your government, and careful only to secure an undisturbed frontier and to live at peace with the people of Bhootan, paid to your government annually a sum of Rs. 10,000 from the revenues of these Doars.

* Ghurkola. Banska. Chappagoonee. | Chappakhamar. Bijnee. Booree Gooma. Kulling.

BHOOTAN.

No. CVIII.

But even this moderation on the part of the British Government, this sign of its anxiety above all things for peace, was misunderstood. Outrages did not cease. Precautions had to be taken for the defence of the British Frontier, and not only the Deb and Dhurma Rajahs, but the local Governors on the frontier, particularly the Tongso Pillo, had to be distinctly warned that, unless these insults to the British Government were put a stop to, the British Government would have no alternative but to resort to further measures of retribution.

These warnings were ineffectual; it is unnecessary to repeat the numerous acts of aggression to which the British Government patiently submitted, and the further remonstrancs which were addressed to your government before they carried their threats into execution by the stoppage of the rent of Rupees 2,000 a year for the Ambaree Fallacottah, which the British Government held in farm. Of the reasons which forced the British Government to this measure, your government were duly informed, and you were warned that the rents of Ambaree Fallacottah would not be paid until full reparation should be made, captives released, and the guilty parties punished. These measures also proved ineffectual; and as the British Government were unwilling to be committed to a course of retributive coercion, it was determined to make one effort more by peaceful negotiation and the dispatch of a friendly mission to explain fully the demands of the British Government and to put the relations of the two governments on a satisfactory footing. Of this intention the Bhootan government were informed in 1862 by a special messenger, who carried letters to the Deb and Dhurma Rajahs, and by more recent letters addressed to you by the Honourable the Lieutenant Governor of Bengal. The mission, under the conduct of the Honourable Ashley Eden, a high functionary of the British Government and my envoy and plenipotentiary, reached your Court at Ponaka on 13th March 1864. Mr. Eden was the bearer of a Draft Treaty which he was instructed to negotiate with you. The terms of that Treaty were so just and reasonable, and so favorable to the best interests of both governments, that I did not anticipate its rejection, more especially as Mr. Eden had full discretion to modify any of the details not inconsistent with the principles of the Treaty to meet the wishes of the Bhootan government. It was, of course, optional with you to accept or reject this Treaty in whole

or in part, and had you received my envoy in the manner suited to his rank as my representative, and as by the usages of nations he ought to have been received, but declared your inability to accede to the demands of the British Government, this rejection of my proposals, however much to be regretted as forcing the British Government to coercive measures for the protection of the persons and property of its subjects, would not in itself have been an offence.

But you are aware that not only have the just demands of the British Government been refused, but they have been refused in a manner disgraceful to yourself and to your Durbar and insulting to the British Government. Not only has the envoy deputed to your Court not been received with the dignity due to his rank; he has not even received that protection from personal insult and violence which is extended to an envoy by the laws of all nations save the most barbarous. By the Tongso Pillo and his coadjutors in Council the letter addressed to you on the part of the British Government has been treated with contumely; my envoy was publicly insulted and derided in your own presence, and has been compelled under threats of personal violence to sign an engagement agreeing to restore the Assam Doars.

This engagement I entirely repudiate, not only because it was beyond Mr. Eden's instructions to agree to any such terms, but because the engagement was extorted from him by personal violence and threats of imprisonment. The treatment to which the mission which was deputed to your Court to remove all causes of dispute by peaceful negotiation was subjected, has been so disgraceful, that the British Government cannot allow the government of Bhootan to go unpunished.

I am aware that your authority has been usurped by the Tongso Pillo and other Chiefs, but it cannot be permitted that, for the insubordination of your Chiefs and the internal distractions which weaken the government of Bhootan, the subjects of the British Government should suffer and the envoy of the British Government should be insulted and maltreated.

I therefore inform you that the district of Ambaree Fallacottah, heretofore held in rent from the Bhootan government, is permanently annexed to the British dominions, and that all payments of rent from that district and of revenues from the Assam Doars to the Bhootan

BHOOTAN. Nos. CVIII & CIX.

government have ceased for ever. You have been informed both in writing and by my envoy that all British subjects of Cooch Behar and Sikkim, of whom there are said to be more than three hundred, who are now held captive by your Chiefs and in your monasteries, or are detained in Bhootan against their will, must be released, and that the property which has been carried off from British territory, or Cooch Behar, or Sikkim within the last five years, must be restored. I now warn you that, unless these demands are fully complied with by the 1st day of September next, that is, three months from this date, I shall take such further measures to enforce these demands as may seem to me to be necessary.

(Signed) JOHN LAWRENCE.

The same to the Dhurm Rajah.

No. CIX.

PROCLAMATION.

FOREIGN DEPARTMENT.

POLITICAL.

Fort William, the 12th November 1864.

For many years past outrages have been committed by subjects of the Bhootan government within British territory, and in the territories of the Rajahs of Sikkim and Cooch Behar. In these outrages property has been plundered and destroyed, lives have been taken, and many innocent persons have been carried into and are still held in captivity.

The British Government, ever sincerely desirous of maintaining friendly relations with neighbouring States, and specially mindful of the obligations imposed on it by the Treaty of 1774, has endeavoured from time to time by conciliatory remonstrance to induce the government of Bhootan to punish the perpetrators of these crimes, to restore the plundered property, and to liberate the captives. But such remonstrances have never been successful, and, even when followed by serious warning,

have failed to produce any satisfactory result. The British Government has been frequently deceived by vague assurances and promises for the future, but no property has ever been restored, no captive liberated, no offender punished, and the outrages have continued.

In 1863 the Government of India, being averse to the adoption of extreme measures for the protection of its subjects and dependent allies, despatched a special mission to the Bhootan Court, charged with proposals of a conciliatory character, but instructed to demand the surrender of all captives, the restoration of plundered property, and security for the future peace of the frontier.

This pacific overture was insolently rejected by the Government of Bhootan. Not only were restitution for the past and security for the future refused, but the British envoy was insulted in open Durbar, and compelled, as the only means of ensuring the safe return of the mission, to sign a document which the Government of India could only instantly repudiate.

For this insult the Governor General in Council determined to withhold for ever the annual payments previously made to the Bhootan government on account of the revenues of the Assam Doars and Ambaree Fallacottah, which had long been in the occupation of the British Government, and annexed those districts permanently to British territory. At the same time, still anxious to avoid an open rupture, the Governor General in Council addressed a letter to the Deb and Dhurma Rajahs, formally demanding that all captives detained in Bhootan against their will should be released, and that all property carried off during the last five years should be restored.

To this demand the government of Bhootan has returned an evasive reply, from which can be gathered no hope that the just requisitions of the Government of India will ever be complied with, or that the security of the frontier can be provided for otherwise than by depriving the government of Bhootan and its subjects of the means and opportunity of future aggression.

The Governor General in Council has therefore reluctantly resolved to occupy permanently and annex to British territory the Bengal Doars of Bhootan, and so much of the Hill Territory, including the Forts of Dallingkot, Pasakha, and Dewangiri, as may be necessary to command

BHOOTAN.

No. CIX.

the passes, and to prevent hostile or predatory incursions of Bhootanese into the Darjeeling District or into the plains below. A Military Force amply sufficient to occupy this tract and to overcome all resistance, has been assembled on the frontier, and will now proceed to carry out this resolve.

All Chiefs, Zemindars, Munduls, Ryots, and other inhabitants of the tract in question are hereby required to submit to the authority of the British Government, to remain quietly in their homes, and to render assistance to the British troops and to the Commissioner who is charged with the administration of the tract. Protection of life and property and a guarantee of all private rights is offered to those who do not resist, and strict justice will be done to all. The lands will be moderately assessed and all oppression and extortion will be absolutely prohibited.

The future boundary between the territories of the Queen of England and those of Bhootan will be surveyed and marked off, and the authority of the government of Bhootan within this boundary will cease for ever.

By order of the Governor General in Council,

H. M. DURAND, *Colonel,*

Secy. to the Govt. of India.

COOCH BEHAR.

(*Vol. I., pages* 151—153.)

On 11th March 1862, Rajah Nurinder Narain received a Sunnud (No. CX.) guaranteeing to him the right of adoption. He died in August 1863, and was succeeded by his infant and only legitimate son Nirp Indur Narain. A British Officer has been appointed Commissioner to conduct the administration during the minority. The abolition of slavery in Cooch Behar has been formally proclaimed.

No. CX.

Copy of Sunnud to Rajah of Cooch Behar, dated 11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindoo law and the customs of your race will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements which record its obligations to the British Government.

(Signed) Canning.

BURMAH.

(*Vol. I., pages* 199—221.)

In May 1862 the Chief Commissioner of British Burmah was instructed to visit Ava for the purpose of coming to an understanding with the Court of Burmah on several questions, more especially relating to matters of commercial importance, which were then under discussion. On 10th November 1862 he concluded a Treaty (No. CXII.) for the protection of trade and the establishment of free intercourse with Burmah. An Agent to the Chief Commissioner was appointed to reside at Mandalay to prevent misunderstandings arising as to the provisions of the Treaty.

No. CXII.

TREATY with the King of Burmah, dated the 10th November 1862.

On the 10th day of November 1862, answering to the 5th day of the waning moon Tatshoungmon 1224, Lieutenant Colonel A. P. Phayre, Chief Commissioner of British Burmah, having been duly empowered by His Excellency the Right Honourable the Earl of Elgin and Kincardine, K. T. and G. C. B., Viceroy and Governor General of India, and Woongyee Thado Mengyee Maha Menghla-thee-ha-thoo, having been duly empowered by His Majesty the King of Burmah, concluded the following Treaty :—

ARTICLE 1.

The Burmese and British rulers have for a long time remained at peace and in friendship; peace shall now be extended to future generations, both parties being careful to observe the conditions of a firm and lasting friendship.

BURMAH.

No. CXII.

ARTICLE 2.

In accordance with the great friendship existing between the two countries, traders and other subjects of the Burmese government, who may travel and trade in the British territory, shall, in conformity with the custom of great countries, be treated and protected in the same manner as if they were subjects of the British Government.

ARTICLE 3.

Traders and other subjects of the British Government, who may travel and trade in the Burmese territory, shall, in accordance with the custom of great countries, be treated and protected in the same manner as if they were subjects of the Burmese government.

ARTICLE 4.

When goods are imported into Rangoon from any British or foreign territory, and declared to be for export by the Irrawaddy River to the Burmese territory, the English ruler shall, provided bulk is not broken, and he believes the manifest to be true, charge one per cent. on their value, and if he so desires, shall allow them to be conveyed under the charge of an Officer until arrived at Maloon and Mehla. The tariff value of goods shall be forwarded yearly to the Burmese ruler. If such goods are declared for export to other territories, and not for sale in the Burmese territories, the Burmese ruler shall, if he believes the manifest to be true, not cause bulk to be broken, and such goods shall be free of duty.

ARTICLE 5.

When goods are imported into Burmah by persons residing in the Burmese or any foreign territory, and declared to be for export by the Irrawaddy River to Rangoon, the Burmese ruler shall, provided bulk is not broken, and he believes the manifest to be true, charge one per cent. on their value, and if he so desires, shall allow them to be conveyed under the charge of an Officer to Thayet Myo, and the tariff value of such goods shall be forwarded yearly to the British ruler. If such

goods are declared for export to other territories, and not for sale in British territory, such goods shall be free according to the Customs Schedule, but goods liable to sea-board duty will pay the usual rate.

ARTICLE 6.

Traders from the Burmese territory who may desire to travel in the British territory, either by land or by water, through the whole course of the Irrawaddy River, shall conform to the customs of the British territory, and be allowed to travel in such manner as they please, without hindrance from the British ruler, and to purchase whatever they may require. Burmese merchants will be allowed to settle and to have land for the erection of houses of business in any part of the British territory.

ARTICLE 7.

Traders from the British territory who may desire to travel in the Burmese territory, either by land or by water, through the whole extent of the Irrawaddy River, shall conform to the customs of the Burmese territory, and shall be allowed to travel in such manner as they please, without hindrance by the Burmese ruler, and to purchase whatever they may require. British merchants will be allowed to settle and to have lands for the erection of houses of business in any part of the Burmese territory.

ARTICLE 8.

Should the British ruler, within one year after the conclusion of this Treaty, abolish the duties now taken at Thayet Myo and Toungoo, the Burmese ruler, with a regard to the benefit of the people of his country, will, if so inclined, after one, two, three, or four years, abolish the duties now taken at Maloon and Toungoo (in the Burmese territory).

ARTICLE 9.

People from whatever country or nation who may wish to proceed to the British territory, the Burmese ruler shall allow to pass without

hindrance. People from whatever country who may desire to proceed to the Burmese territory, the British ruler shall allow to pass without hindrance.

(Signed) ARTHUR PURVES PHAYRE, *Lieut.-Colonel,*
Appointed by the Viceroy and Govr.-Genl.

(Signed) WOONGYEE THADO MENGYEE MAHA MENGHLA-THEE-HA-THOO,
Plenipotentiary to His Majesty the King of Burmah.

Ratified by the Viceroy and Governor General of India in Council this day the 13th of December 1862.

FORT WILLIAM,
The 13th December 1862.

(Signed) H. M. DURAND,
Secretary to the Government of India.

MALAYAN PENINSULA.

(*Vol. I., pages* 223—300.)

Johore.—In 1862 the Tumongong of Johore, with the sanction of the British Government, entered into a Treaty (No. CXIII.) of mutual defence and protection with the Bandahara of Pahang, under the sixth Article of which all disputes between them are to be referred to the arbitration of the British Government, without whose knowledge and consent neither party is to maintain correspondence with any foreign power.

The position of the Tumongong, with reference to the lands left him in Singapore under the sixth and seventh Articles of the Treaty of 1824, was very unsatisfactory. By a Treaty (No. CXIV.) concluded on 19th December 1862, these Articles were abrogated so far as they relate to any claims or rights between the British Government and the Tumongong, his heirs or successors.

The following regulations have been established for the trial of British subjects or persons enjoying British protection within the territories of the Tumongong :—

1st. That due notice of the confinement of the prisoner, the offence with which he is charged, and the date of the intended trial, be given to the Resident Councillor at Singapore, with a view to his affording the prisoner any necessary aid, and should he deem it advisable, deputing an Officer of government to watch the proceedings of the trial.

2rd. That a certified copy of the proceedings, with translation, be forwarded to this government.

3rd. That, in the event of the prisoner being found guilty, the punishment awarded be not excessive or repugnant to English law.

No. CXIII.

These are to certify that a Treaty of friendship, alliance, and mutual support, which is to endure for ever, has been entered into between His Highness DATOH TUMONGONG ABUBAKAR SRI MAHARAJAH IBINI DATOH TUMONGONG DAING, IBRAHIM SRI MAHARAJAH, sovereign of Johore, of the one part, and His Highness DATOH BANDAHARA TON KORAIS SRI MAHARAJAH IBINI RAJAH BANDAHARA TON TAHIR SRI MAHARAJAH of Pahang, of the other part; both parties being in perfect accord and consenting in order to regulate the countries of Pahang and Johore, their boundaries, jurisdictions, and governments, to prevent disputes hereafter, to strengthen each other, and to perpetuate the amity existing between them, it is agreed and declared as follows:—

ARTICLE 1.

There shall be perpetual peace and friendship between the parties to this Treaty and their descendants and the countries of Johore and Pahang.

ARTICLE 2.

Should the country of Johore or any of its dependencies be attacked by enemies at any time hereafter either from without or within, His Highness Dato Bandahara Ton Korais Sri Maharajah Ibini Rajah Bandahara Ton Tahir Sri Maharajah of Pahang and his successors shall, with all speed and with whatever number of followers and materials of war he may be able to command, hasten to the assistance of His Highness Datoh Tumongong Abubakar Sri Maharajah Ibini Datoh Tumongong Daing Ibrahim Sri Maharajah of Johore and his successors, and shall continue to aid him by all the means in his power until such enemies shall have been overcome, expelled, or suppressed.

ARTICLE 3.

In like manner, should the country of Pahang or any of its dependencies be attacked at any time hereafter by enemies either from without or within, His Highness Datoh Tumongong Abubakar Sri Maharajah Ibini Datoh Tumongong Daing Ibrahim Sri Maharajah of Johore and his successors shall, with all speed and with whatever number of followers and materials of war he may be able to command, hasten to the assistance of His Highness Datoh Bandahara Ton Korais Sri Maharajah

Ibini Rajah Bandahara Ton Talfir Sri Maharajah of Pahang and his successors, and shall continue to aid him by all the means in his power until such enemies shall have been overcome, expelled, or suppressed.

ARTICLE 4.

Whereas doubts have been expressed by others as to the boundary between the two countries of Johore and Pahang, it is hereby declared that the River Endow has been heretofore and shall continue hereafter to be the boundary on the main land, and that the Island of Pulo Tioman, and all islands to the south of the latitude of its northern extremity, are and shall be portions of the territory of Johore, and all islands to the north of that latitude are and shall be portions of the territory of Pahang.

ARTICLE 5.

The subjects of each of the contracting parties shall be entitled to trade in the territory of the other, and to export or import merchandise, upon the same terms and with the same privileges as the subjects of such territory, and neither party nor their respective successors will impose heavier taxes, imports, or duties at any time hereafter upon the subjects or goods of subjects of the other than upon his or their own subjects or the goods of his or their own subjects.

ARTICLE 6.

The parties hereto agree that subjects of the British Government shall be entitled to trade in their respective territories upon the same terms and with the same privileges as the subjects of the said parties hereto.

ARTICLE 7.

The parties hereto agree and declare for themselves and their respective successors that should any dispute or difference arise between them or their successors at any time hereafter, either with regard to this Treaty or the matters contained in it, or with regard to any other matter or thing whatever, whether national, political, or private, the same shall be and is hereby referred to the friendly mediation and settlement of the British Government, whose award or decision shall be final and binding on both parties.

MALAYAN PENINSULA
Nos. CXIII & CXIV.

Article 8.

The parties hereto agree and engage each with the other and their successors that neither shall enter into any alliance or maintain any correspondence with any foreign power or potentate whatsoever without the knowledge and consent of the other and of the said British Government.

Done at Singapore this nineteenth day of Dole Haijah in the Mahomedan year one thousand two hundred and seventy-eight, corresponding with the seventeenth day of June in the Christian year one thousand eight hundred and sixty-two, in presence of the Honourable Colonel Orfeur Cavenagh, Governor of Prince of Wales' Island, Singapore, and Malacca.

No. CXIV.

Treaty entered into between the Honourable Colonel Orfeur Cavenagh, Governor of Prince of Wales' Island, Singapore, and Malacca, by authority of the Right Honourable the Governor General of India in Council of the one part, and His Highness Dato Tumongong Abubakar Sri Maharajah, sovereign ruler of Johore, of the other part.

Whereas, by Article sixth of the Treaty of friendship and alliance between the Honourable the English East India Company on the one side and their Highnesses the Sultan and Tumongong of Johore on the other, concluded on the second day of August one thousand eight hundred and twenty-four, the said East India Company engaged, in the event of the said Tumongong preferring to reside permanently in any portion of his own States, and to remove for that purpose from Singapore, to pay to the said Tumongong, his heirs or successors, the sum of fifteen thousand Spanish Dollars (15,000), and by Article seventh of the said Treaty the said Tumongong, in consideration of the said payment, did thereby relinquish for himself, his heirs and successors, to the Honourable the English East India Company, their heirs and successors for ever, all right and title to every description of immovable property, whether in lands, houses, gardens, orchards, or timber trees, of which His Highness might be possessed within the Island of Singapore or its dependencies at the time he might think proper to withdraw from the

said island for the purpose of permanently residing within his own States. And whereas it has been agreed that, in consideration of His Highness Dato Tumongong Abubakar Sri Maharajah for himself, his heirs and successors, renouncing all right and claim to the payment of the aforesaid sum of fifteen thousand Spanish Dollars (15,000), and make over to the British Government certain portions of the lands of which he is now in possession at Tulloh Blanga in the Island of Singapore, as shown in the plan hereto annexed, comprising the belt of land from the public road to the sea, bounded on the west by the land occupied by the Patent Slip and Dock Company, and on the east by the land belonging to the Peninsular and Oriental Steam Navigation Company, and allowing the said government to take earth from the side of the hill to the north of Tulloh Blanga Road for the purpose of raising the low ground so made over to the said government, should the same be required for that purpose, and also making over to the said government the right to a carriage road along the eastern boundary of the Peninsular and Oriental Steam Navigation Company's land from the public road to the sea, including the use of a suitable landing place, as also the pieces of land on Mount Faber occupied by the Flag Staff Barracks and Batteries, and a right of way to the same, the said British Government shall grant unto His Highness, his heirs, executors, administrators and assigns, a title, in fee-simple, to the remainder of the lands at Tulloh Blanga aforesaid in his possession, and that Articles sixth and seventh of the said Treaty shall in consequence be abrogated and annulled: Now it is hereby concluded and agreed by and between the parties to this Treaty:—

ARTICLE 1.

That His Highness Dato Tumongong Abubakar Sri Maharajah, for himself, his heirs and successors, doth hereby for ever renounce, release, and make over unto the British Government all claim and demand whatsoever to the said sum of fifteen thousand Spanish Dollars.

ARTICLE 2.

That it is mutually stipulated and agreed between the parties hereto that Articles sixth and seventh of the aforesaid Treaty, so far as they relate

MALAYAN PENINSULA

No. CXIV.

to any claims or rights between the British Government and His Highness Dato Tumongong Abubakar Sri Maharajah, his heirs or successors shall be considered as abrogated and annulled by this agreement, an they are hereby abrogated and annulled accordingly.

Done and concluded at Singapore the nineteenth day of December in the year of the Christian era one thousand eight hundred and sixth-two corresponding with the twenty-eighth day of the month of Jemmadee-ool-Akhir in the year of the Hegira one thousand two hundred and seventy-nine.

CIS-SUTLEJ STATES.

(*Vol. II., pages* 273—314.)

Mumdote.—The Chief of Mumdote was not brought under British protection with the other Cis Sutlej States in 1809, but remained a feudatory of the Lahore Durbar, to whom he furnished a contingent of one hundred horse. The Mumdote contingent fought on the side of the Seikh Army during the Sutlej campaign, but towards the close of the war, the Chief Jemalooddeen deserted to the side of the British and subsequently rendered good service, for which he received the title of Nawab, and his contingent was reduced to fifty horse in time of peace and seventy-five in war. No enquiry seems to have been made regarding the status of the Chief, nor were his relations to the British Government defined.

The Nawab so grievously misgoverned his State and misused his powers, that in 1856, after deliberate enquiry, the British Government declared his sovereign powers to be forfeited for ever, reduced the State to the position of a mere jaghire, and removed the Nawab to Lahore, where he continued to receive the surplus revenues of Mumdote after the expenses of its management by British Officials were defrayed.

In 1863 the Nawab died, and the British Government considered themselves bound to revive the fief in the person and family of his brother Jelalooddeen, who has been recognized as Nawab of Mumdote, with powers carefully restricted by Sunnud No. CXV.

CIS-SUTLEJ STATES.

No. CXV.

No. CXV.

SUNNUD conferring the fief of Mumdote upon Nawab Jelalooddeen.

Having taken into consideration the position of yourself and relatives in consequence of the death of your late brother Nawab Jumalooddeen, I hereby confer on you the fief of Mumdote and the title of Nawab, with succession to your male issue, according to the rules of primogeniture.

This grant is subject to the following conditions:—

ARTICLE 1.

You and your successors in the fief must provide a reasonable maintenance for your relations, the descendants of yourself and Jumalooddeen.

ARTICLE 2.

You will exercise no magisterial authority within the fief, nor will you interfere in the management of the estate. You will behave properly to the proprietors and cultivators so far as you may have intercourse with them.

ARTICLE 3.

You will not interfere with the pensions of the parties named in the margin, which will be paid through Officers of the British Government, but you will receive the benefit of all lapses or reductions in pensions to the issue of present incumbents which may be sanctioned by the Governor General of India in Council.

			Annually.
1.	Beebee Ranee, widow of Kootubooddeen and mother of Jumalooddeen and Jelalooddeen	Rs.	1,200
2.	Booboo Taleb, widow of Kootubooddeen, a step-mother of the above	„	600
3.	Parsa Begum, widow of the late Nawab, and mother of his children	„	1,200
4.	Mussamut Tajan, widow of ditto (has no children)	„	600
5.	Booboo Shah, daughter of Kootubooddeen, and sister of the late Nawab	„	1,200
	Total Rs. ...		4,800
6.	Khan Bahadoor 6,000 } Sons of the late Nawab ...	„	10,000
7.	Mahomed Khan 4,000 }		
	Total ...	Rs.	14,800

ARTICLE 4.

The Government demands on the fief of Mumdote are fixed at one-third the income of the estate in lieu of all claim for expenses of management, commutation for service, Police charges, and the like, to commence from the beginning of the next Fusly year.

ARTICLE 5.

You will at all times conduct yourself as a good and faithful subject of the British Crown, and will, when required, render service to the satisfaction of the British Government.

Be assured that so long as the above conditions are fully and faithfully fulfilled, the fief of Mumdote will remain to yourself and your male issue a perpetual possession.

(Signed) J. LAWRENCE.

Dated 5*th December* 1864.

HILL STATES.
No. CXVI.

HILL STATES.

(*Vol. II., pages* 315—354.)

Bussahir.—In 1864 the Rajah of Bussahir leased (No. CXVI.) the forests in his State to the British Government for a period of fifty years, receiving a counter-engagement, which contained a pledge in respect to the system of forest management to be pursued.

No. CXVI.

The Rajah of Bussahir having found the management of his forests troublesome, desires to lease them to the British Government for a term of fifty years, and requests the Superintendent Hill States to submit the following proposals for the approval of the Punjab government:—

ARTICLE 1.

I make over the entire control of the whole forests of Bussahir to the British Government, who will appoint an English Officer to take charge of the said forests.

ARTICLE 2.

No contractor or other person shall be permitted to cut timber in any forest of my dominions, except in places and under conditions specified by the Officer appointed to be Conservator of Forests.

ARTICLE 3.

For every tree felled in the forests of Bussahir by authority of the Conservator, the British Government shall pay at the following rates:—

Deodar (Kelu)	3	8	0
Walnut (Akhrot)	2	0	0
Birch (Bhojputea)	1	8	0
Other kinds	2	0	0

ARTICLE 4.

The accounts shall be made up quarterly or half-yearly and rendered, and payments made at the above-mentioned rates quarterly or half-yearly.

ARTICLE 5.

I will have nothing to do with the establishments appointed by the Forest Officer. The British Government will defray all expenses connected with the conservancy of the forests, felling and transporting timber to the Sutlej, and floating down to the depôts.

ARTICLE 6.

I agree that the Officer appointed to the forest should have power of a Subordinate Magistrate, 1st Class, defined in Section 23 of Act XXV 1861, to try and decide cases of offences against property and property marks.

ARTICLE 7.

I will give every assistance required by the Conservator in the exercise of the above powers for apprehending offenders, or supposed offenders, and for confirming the penalties awarded by him.

ARTICLE 8.

I hereby grant to the British Government a lease of the forests of Bussahir for 50 (fifty) years, commencing from such date as the government may confirm the lease.

ARTICLE 9.

I will furnish an Indent to the government for any timber I may require, specifying the amount and kinds of wood and the purpose for which it is to be applied.

HILL STATES.

No. CXVI.

ARTICLE 10.

The Zemindars shall be permitted to cut timber for fuel, charcoal, house-building, and vine frames. They are not to be prohibited from cutting down the inferior forests for purposes of cultivation.

(Signed) JOALLA DOSS, *Vuzeer.*
" SURJEET, "
" FUTTEHRAM, "
" HEERANUND, "
" JOALLA DOSS.
" GOVERDHUN DOSS.
" PETUMBER DOSS.

(Signed) SHAM SHERE SING,
Rajah of Bussahir and Rampore.

Simla, 28th June 1864.

In presence of

LT. COL. R. C. LAWRENCE, C. B.,
Supdt., Hill States,
and DR. CLEGHORN, M. D.,
Conservator Genl. of Forests.

(*Vol. II., pages* 370—385.)

TRANS SUTLEJ STATES.

No. CXVII.

Chumba.—In 1864 the Rajah of Chumba leased (No. CXVII.) all the forests in his territories to the British Government.

Bughat.—By the Sunnud granted to the Chief of Bughat on 31st January 1862,* the tribute of Rupees 2,000 was secured by reserving lands yielding a gross rental of Rupees 2,500, including the estates of General Innes. The family, however, complained of the total loss of vassalage and cesses to which they were subjected by this arrangement; and as General Innes engaged to pay the revenue on his estates, viz., Rupees 1,002-15, without cost to government, the British Government consented to retain only those estates and to restore the other lands to Bughat, receiving the balance of the tribute, Rupees 997-1, in money. These new arrangements were embodied in a fresh Sunnud (No. CXVIII.) dated 18th July 1864, in which also an additional clause was inserted, binding the Chief to respect the revenue settlements made and the rights of the under-tenants recognized while the estate was under British administration.

No. CXVII.

Draft of an Agreement for the lease of the Chumba Forests.

The Rajah of Chumba finding great difficulty in arranging for the preservation of the forests in his territory has requested the aid of the British Government and has agreed to give to the British Officer whom the government may appoint for this purpose the sole control of the forests in the territory of Chumba. To give effect, therefore, to the wishes of the Rajah, the following arrangements are agreed to by the Rajah of Chumba on the one hand and by and on behalf of the British Government on the other hand:—

Article 1.

The sole control of all forests in the territory of Chumba is vested in the British Government, who shall appoint an Officer to be Conservator of the same.

* See Vol. I., page 347.

TRANS SUTLEJ STATES.

No. CXVII.

Article 2.

The British Government shall be at liberty to place under strict conservancy management such forest tracts as it shall from time to time select, and to lay down such general rules as it thinks proper for the control of all forests.

Article 3.

Such exemption from these rules shall be granted, or such other arrangements shall be made as shall be necessary to prevent interference with any acknowledged or established rights of the inhabitants of Chumba to cut wood for their own use.

Article 4.

No contractor or other person shall be allowed to cut timber in any of the forests within the Rajah's territories, except with the express permission of the Conservator, and on the rates and under the conditions fixed by him.

Article 5.

For every Deodar (Kelu) true felled on the Chenab and its tributaries and within the Chumba territory by authority of the Conservator, the British Government shall pay to the Rajah of Chumba four (4) Rupees, and on the Ravee and its tributaries for each Deodar (Kelu) five (5) Rupees, and for other trees as follows :—

Akhrot Walnut three (3) Rupees per tree.

Boorj Birch one Rupee eight annas (1-8-0) per tree.

Susoon Ash and all other descriptions, including inferior sorts of pine, two (2) Rupees.

The above rates shall be understood to refer to trees above six (6) feet in girth, measured at man's height from the ground; for trees of a similar size half rates shall be paid.

Out of this sum one (1) Rupee per tree is to be set aside for conservancy purposes, of which the following is to be considered a detail :—

I.—Planting trees, fencing in young plantations, and arboriculture generally.

II.—For local dâks.

The expenditure for such conservancy to be entirely under the control of the Conservator, and that of the dâks under the Rajah's agency.

III.—The balance from this fund after paying expenses as above to be divided evenly between the Forest Department and the Rajah, and to be expended at the description of each on the construction and improvement of roads and communication generally.

IV.—That for each of the two official years, namely, 1864-65 and 1865-66, the Rajah will receive from the Conservator of Forests the sum of Rupees one thousand (Rupees 1,000) in lieu of all his claims to waif timbers on the Ravee within his territories, and that after that period and during the currency of this lease he will receive five hundred (Rupees 500) per annum on this account, all such timber becoming from date of said lease the property of the British Government.

ARTICLE 6.

The accounts shall be made up half-yearly to 30th April and 31st of October, and shall be rendered to the Rajah, and the payments made at the above-mentioned rates half-yearly in the months of May and November.

ARTICLE 7.

The British Government shall manage the Chumba forests in accordance with the general system of forest management which may be in force for similar forests within the territories of the British Government, and for the preservation of the same shall maintain such establishments as it shall consider suitable in each case. The British Government will defray all the expenses of these establishments connected with the conservancy of forests except as provided for in paragraph 5, Clauses 2 and 3.

ARTICLE 8.

The British Government, or the contractors employed by it, will defray all expenses of felling and transporting the timber, and they shall be at liberty to dispose of it by sale or otherwise at their pleasure, subject to no other claim from the Rajah than the payments referred to in

paragraph 5 of the present Agreement; and it is distinctly understood that any former or customary charge on the employés of the British Government, such as "Dulalee," &c., is now abolished.

ARTICLE 9.

All timber passing down the Rivers Chenab and Ravee across the boundary of the Chumba territory, unless covered by a pass from the Conservator and duly marked in the manner described in the pass, shall be presumed to be the property of the British Government, and may be taken possession of as such by the Conservator or his Agents, and the onus of proving the timber to belong to any other person shall rest upon such person.

ARTICLE 10.

The Conservator shall be authorized to exercise within the Chumba territory the powers of a Subordinate Magistrate of the 1st Class, as described in Act XXV of 1861, for the trial of offences against property, and relating to property marks, mischief, assaults and contravention of such forest rules as may from time to time be in force in the territories under the government of the Punjab.

ARTICLE 11.

The Rajah engages to render every aid required by the Conservator in the exercise of the above powers for apprehending offenders or supposed offenders and for enforcing the penalties awarded by him.

ARTICLE 12.

This agreement shall continue in force for a period of twenty (20) years from the 1st of May 1864, but on the expiry of that term shall be renewable at the pleasure of the British Government for a further period of (20) twenty years, and shall then be again renewable in like manner until the term of ninety-nine (99) years from the original date (1st May 1864) shall have expired. At the expiry of that period it shall be at the option of the Rajah to renounce the agreement or enter into a fresh one.

Provided that any revision or modification of the rates and mode of payment described in Clauses 5, 6 and 13 that shall be agreed to by both contracting parties may take place at any time without affecting the continuance of the agreement or any of its provisions.

ARTICLE 13.

In order to secure to the Rajah a fixed moderate income from his forests, the British Government agree that a minimum payment of Rupees twenty thousand (Rupees 20,000) per annum be fixed, and that in the event of its not cutting wood to that amount in any year, the Rajah will still receive from the said government this sum as rent, and in event of the value of annual cutting being in excess of twenty thousand (Rupees 20,000) the British Government agree to pay amount at the rates fixed and as in this lease.

Executed this the tenth (10*th*) *day of September* 1864 *(eighteen hundred and sixty-four),* 27*th Badon* 1921, *at Dalhousie, in presenee of the undersigned.*

(Signed) C. V. JENKINS, *Asst. Commr.,*
Offg. Supdt. of Chumba State.

Signature of Rajah fixed in my presence.

(Signed) EDWARD PRINSEP, *Settlement Commr.*

(Signed) GEORGE MCANDREW, *Major,*
Depy. Inspr. Genl. of Police.

Certified that the word additional, and as noted in the terms of this lease and in paragraph 13, having been erroneously entered in this and 13th para. of this lease, is hereby erased by me and altered as above, and in compliance with docket memo. No. 3761, Public Works Department, dated 19th November 1864, Lahore.

(Signed) C. V. JENKINS, *Asst. Commr.,*
Offg. Supdt. of Chumba.

CHUMBA,
November 22*nd*, 1864.

TRANS SUTLEJ STATES.

No. CXVIII.

No. CXVIII.

Sunnud granted to DULEEP SING, of Bughat.

On the death of Beejah Sing, the last Chief of Bughat, without issue, the estate lapsed to the British Government. It was, however, the gracious intention of Her Majesty's Government to restore the estate in perpetuity to Sirdar Oomeid Sing, cousin of Beejah Sing, and his descendants, on certain conditions. Oomeid Sing died before this intention could be fulfilled, and I now hereby confer on you his legitimate son, and on the heirs of your body in perpetuity, the estate of Bughat, subject to the following conditions:—

ARTICLE 1.

The estate of Bughat shall be chargeable with an annual tribute of Rupees 2,000.

ARTICLE 2.

So much of the estate of Bughat as has been acquired by Major General Innes and is assessed at Rupees 1,002-15 a year shall be retained in perpetuity by the British Government in payment of so much of the tribute, and the remainder of the tribute, viz., Rs. 997-1, shall be annually paid by the Chief of Bughat in cash to the British Government.

ARTICLE 3.

The Chief of Bughat shall respect the revenue settlements which were made, and the rights of the under-tenants which were recognized, by the British Government while the estate of Bughat was under its administration.

Be assured that so long as you and your successors remain loyal to the British Crown and faithful in the discharge of your obligations to the British Government, the estate of Bughat shall remain to your House a perpetual possession.

(Signed) JOHN LAWRENCE.

Dated 18*th July* 1864.

SINDIA.

(*Vol. IV., pages* 199—280.)

After the capture of Gwalior by the force under Sir Hugh Rose in 1858, the fort of Gwalior continued to be occupied by British troops. During the negotiations, however, which ended in the Treaty of 12th December 1860, Lord Canning promised that the fort should be restored to Sindia, when this could with safety be done. This promise was repeated to Sindia by Lord Elgin. Its fulfilment depended on the withdrawal of the British force from Morar to some more eligible station, which was at that time contemplated. It was finally decided in 1864 that the cantonment of Morar should be maintained, and it therefore became necessary that the Gwalior fort should continue to be garrisoned by British troops. Sindia agreed (No. CXIX.) to give up his right to the restoration of the fort on receiving an increase of twelve guns to his Artillery, and on condition that his flag should fly on the ramparts of the fort; that he should be saluted from its guns; and that if at any time the British Government should withdraw from its occupation, he should be allowed to occupy it with his own troops. The documents recording these arrangements, viz., Sindia's letter of 29th March, and the Governor General's letters of 12th April and 21st December 1864, which modify the ninth Article of the Treaty of 1860, are held to constitute supplementary Articles of that Treaty.

No. CXIX.

TRANSLATION of a KHUREETA from His Highness Maharajah SINDIA, K. S. I.,, to the address of His Excellency the Right Honourable SIR JOHN LAWRENCE, G. C. B., K. S. I., Viceroy and Governor General of India, dated 29th March 1864.

After the usual compliments.—Your friend has become aware that your Excellency would wish to continue the occupation of the fortress of Gwalior by a British garrison in the event of the maintenance of the Morar cantonment as the Head Quarters of the subsidiary force,

and that, with reference to intimation given to your sincere friend by Lords Canning and Elgin, the late Viceroys and Governors General, that the fort should be made over to your affectionate friend, notwithstanding these assurances, it is the free wish of my heart, and I hereby convey my written and formal consent to the occupation of the fort of Gwalior by British troops as long as the Government of India may deem such to be advisable, on the condition that my flag continues to fly from the ramparts, and I am saluted from its guns according to established custom.

That should the Government of India at any time and for any reason or cause decide on withdrawing the garrison of British troops, in such case the fort would be occupied by myself in such force as is deemed sufficient for its security.

That with reference to this subject, I have requested Major Meade Agent Governor General, and Major Hutchinson, the Political Agent, to submit certain requests to your Excellency, which I hope may meet with favorable consideration.

May I always be considered a well-wisher, and occasionally be favored with accounts of your Excellency's welfare.

To the Maharajah of Gwalior.

My honoured and valued Friend,—I have received with pleasure your Highness's friendly letter, dated 29th March 1864, conveying, on certain conditions, your written and formal consent to the occupation of the fort of Gwalior by British troops as long as the Government of India may deem such to be advisable.

I agree to these conditions, viz., 1*st*, that your Highness' flag shall continue to fly from the ramparts of the fort, and that your Highness will be saluted from its guns according to established custom; 2*nd*, that if the Government of India should at any time and for any reason or cause decide on withdrawing the garrison of British troops from the fort, in such case the fort will be occupied by your Highness' troops in such force as may be deemed sufficient for its security.

In consideration of your Highness having consented to the above arrangement and of the friendship which the British Government entertatains for you, I, provided it be decided to retain the British troops

at Morar, will agree to modify the ninth Article of the Treaty concluded with your Highness on 12th December 1860, so far as to increase the number of guns which your Highness is permitted to possess, from thirty-six (36), which is the number fixed in Article nine of the above Treaty, to forty-eight (48).

FORT WILLIAM, *The 12th April* 1864. } Your Highness' Sincere Friend,
(Signed) J. LAWRENCE.

To the MAHARAJAH of GWALIOR.

MY HONOURED AND VALUED FRIEND,— I regret that it has not been in my power to convey to you sooner a definite decision on the subject of the fort of Gwalior. As I have now resolved to maintain a cantonment at Morar, and definitely to accept your Highness' offer of the retention of the fort of Gwalior by British troops, I hasten to fulfil the promise made to you in my letter of 12th April, and to inform you that I consent to modify the ninth Article of the Treaty concluded at Benares on 12th December 1860, which shall in future be read as follows :—

ARTICLE 9.

"The Military force of all arms hereafter to be maintained by His Highness shall at no time exceed—

" *Artillery.*—Forty-eight (48) guns, with four hundred and eighty (480) gunners."

" *Infantry.*—Five thousand (5,000) drilled Soldiers."

" *Cavalry.*—Six thousand Sowars."

I have directed that two complete 9-pounder batteries shall be given to your Highness from the Agra Magazine.

FORT WILLIAM, *The 21st December* 1864. } Your Highness' Sincere Friend,
(Signed) J. LAWRENCE.

APPENDIX.

APPENDIX.

11 *and* 12 *Vic., Cap. CXXVIII.*

An Act for carrying into effect the Agreement between Her Majesty and the Imaum of MUSCAT for the more effectual suppression of the Slave Trade, dated 15th September 1848. MUSCAT.

Whereas on the second day of October, in the year of our Lord one thousand eight hundred and forty-five, an agreement was concluded and signed at Zanzibar between Captain Atkins Hamerton, of Her Majesty's Royal Navy, on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Highness Seid Saeed Bin Sultan, the Imaum of Muscat, whereby it was agreed as follows :—

ARTICLE 1.

His Highness the Sultan of Muscat hereby engages to prohibit, under the severest penalties, the export of slaves from his African dominions, and to issue orders to his Officers to prevent and suppress such trade.

ARTICLE 2.

His Highness the Sultan of Muscat further engages to prohibit, under the severest penalties, the importation of slaves from any part of Africa into his possessions in Asia, and to use his utmost influence with all the Chiefs of Arabia, the Red Sea, and the Persian Gulf, in like manner, to prevent the introduction of slaves from Africa into their respective territories.

ARTICLE 3.

His Highness the Sultan of Muscat grants to the ships of Her Majesty's Navy, as well as those of the East India Company, permission to seize and confiscate any vessels the property of His Highness or of his subjects carrying on slave trade, excepting such only as are engaged in the transport of slaves from one port to another of his own dominions

MUSCAT. in Africa, between the port of Lamoo to the north and its dependencies, the northern limit of which is the north point of Knyhoo Island in 1°57′ south latitude, and the port of Keelwa to the south and its dependencies, the southern limit of which is the Songa Manara or Pagoda Point in 9°2′ south latitude, including the Islands of Zanzibar, Pemba, and Monfea.

ARTICLE 4.

This agreement to commence and have effect from the first day of January one thousand eight hundred and forty-seven of the year of Christ, and the fifteenth day of the month of Mohurrum one thousand two hundred and sixty-three of the Hegira.

Done at Zanzibar this second day of October, one thousand eight hundred and forty-five of the year of Christ, and twenty-nine day of Rumzan one thousand two hundred and sixty-one of the Hegira.

(Signed) SEID SAEED BIN SULTAN,
Imaum of Muscat.

(Signed) ATKINS HAMERTON, *Captain,*
On behalf of Her Majesty the Queen of Great Britain and Ireland, Her Heirs and Successors.

And whereas it is expedient and necessary that effectual provision should be made for carrying into execution the provisions of the said agreement: be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal and Commons in this present Parliament assembled, and by the authority of the same, that it shall be lawful for the Commander and other Officers of Her Majesty's ships of war or of the East India Company to visit and detain in any seas, except within the limits exempted by the terms of the third Article of the said agreement, any merchant vessel belonging to the subjects of the Imaum of Muscat which shall upon reasonable grounds be suspected of being engaged in the export of

Power to Commanders of ships of war and of the East India Company to visit vessels belonging to subjects of the Imaum of Muscat, within certain limits, suspected of being engaged in the slave trade.

MUSCAT.

slaves from the African dominions of the Imaum of Muscat, or the importation of slaves from any part of Africa into his possessions in Asia, excepting such only as are engaged in the transport of slaves from one port to another of his own dominions in Africa, between the port of Lamoo to the north and its dependencies, the northern limit of which is the north point of Knyhoo Island in 1°57′ south latitude, and the port of Keelwa to the south and its dependencies, the southern limit of which is the Songa Manara or Pagoda Point in 9°2′ south latitude, including the Islands of Zanzibar, Pemba, and Monfea, or any vessel fitted out for that purpose, and to send or carry away such vessel, together with its masters, sailors, passengers, slaves, and cargo, for the purpose of such vessel being brought to adjudication as hereinafter mentioned.

As to the trial of vessels engaged in the slave trade.

II. And be it enacted, that it shall be lawful for the High Court of Admiralty of England, and for all Courts of Vice-Admiralty in any dominions of Her Majesty beyond the seas, including those Courts of Vice-Admiralty within the territories under the government of the East India Company, to take cognizance of and try any such vessel which shall be detained or captured for the violation of the said agreement, and to condemn any such vessel to Her Majesty, and adjudge as to the slaves found therein, in like manner, and under such and the like rules and regulations as are contained in any Act or Acts of Parliament in force in relation to the suppression of the slave trade by British owned ships, as fully as if all the powers and provisions contained in such Acts were re-enacted in this Act as to such High Court of Admiralty or Courts of Vice-Admiralty.

Persons giving false evidence deemed guilty of perjury.

III. And be it enacted that every person who shall wilfully and corruptly give false evidence in any examination or deposition had or affidavit taken in any proceeding under the said agreement or under this Act shall be deemed guilty of perjury, and being thereof convicted shall be subject and liable to all the punishments, pains, and penalties to which persons of wilful and corrupt perjury are liable, and every such person may be tried for any such perjury either in the place where the offence was committed or in any colony or settlement of Her Majesty near thereto in which there is a Court of competent jurisdiction to try any such offence,

MUSCAT.

or in Her Majesty's Court of Queen's Bench in England; and that in case of any prosecution for such offence in Her Majesty's said Court of Queen's Bench the venue may be laid in the County of Middlesex.

Pendency of suits to be a bar to any proceedings instituted for the recovery of the vessels detained.

IV. And be it enacted, that the dependency of any suit or proceeding instituted for the condemnation or restitution of any ship or cargo, or slaves, taken, seized, or detained by virtue of the said agreement, or the final adjudication, condemnation, or judgment or determination thereupon, may be pleaded in bar or given in evidence under the general issue, and shall be deemed in any Court whatever to be a complete bar in any action, suit, or proceeding, whether instituted by any person or persons for the recovery of any such ship, vessel, or cargo, or of any damage or for any injury sustained thereby or by the persons on board the same, in consequence of any capture, seizure, or detention, or any thing done under, or in pursuance of, the provisions of the said agreement.

Vessels condemned to be sold for Her Majesty's service, or broken up.

V. And be it enacted, that any ship or vessel which shall be condemned as aforesaid may be taken into Her Majesty's service, upon payment of such sum as the Lord High Admiral or the Lords Commissioners of the Admiralty shall deem a proper price for the same, or if not so taken, shall be broken up and demolished, and the materials thereof shall be publicly sold in separate parts, and the proceeds thereof shall be paid to such person or persons as the Commissioners of Her Majesty's Treasury may appoint to receive the same.

Captors of vessels shall, after the same are condemned, be entitled to the proceeds belonging to Her Majesty.

VI. And be it enacted, that where any ship or vessel employed or engaged in such illicit traffic in slaves, in violation of the said agreement, shall be seized by any ship or vessel belonging to Her Majesty or the East India Company and afterwards condemned, there shall be paid to the captors the net proceeds to which Her Majesty is entitled, the same to be distributed in the manner hereinafter directed for the distribution of bounties on slaves taken on board the said vessels.

MUSCAT.

A bounty of £5 for every slave found on board of vessels seized and condemned.

VII. And be it enacted, that there shall be paid to the Commander, Officers, and crews of Her Majesty's ships, or the Commander, Officers, and crews of the ships of the East India Company, a bounty of five pounds for every man, woman, and child slave seized and found on board any ship or vessel, taken and condemned in pursuance of the provisions of the said agreement and of this Act; such bounty to be issued and paid by order from the Commissioners of Her Majesty's Treasury, and to be distributed to and amongst the captors aforesaid in such manner and proportions as Her Majesty shall think fit to order by any order in Council, made or to be made, or by any proclamation for that purpose.

A bounty to be paid on tonnage of slave ships captured and demolished.

VIII. And be it enacted, that where any ship or vessel which shall have been seized and condemned under the provisions of the said agreement shall have been or shall be demolished, and the materials thereof publicly sold in separate parts, as well as her cargo, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or of those of the East India Company, in addition to the amount of the proceeds of such sale as hereinfore mentioned, a further bounty on the tonnage of such ship or vessel at the rate of thirty shillings for every ton of such tonnage.

Where no slaves are on board a ship seized and condemned, an additional bounty to be paid on tonnage.

IX. And be it enacted, that where any ship or vessel having no slaves on board shall have been seized and condemned under the provisions of the said agreement, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or those of the East India Company, an additional bounty upon the tonnage of such ship or vessel at the rate of four pounds for every ton, and the tonnage of all such vessels shall be ascertained according to the mode of ascertaining the admeasurement of British vessels, either by the principal Officer of the customs at the port where the vessel may be at the time of condemnation, or in default thereof by the best evidence which can be obtained: provided always, that in every case in which any ship or vessel shall be seized with slaves on board in which the bounty calculated

MUSCAT.

upon the number of slaves shall be less than the bounty calculated upon the tonnage, the Commanders of Her Majesty's ships, or of those of the East India Company making the seizure, may elect to take the bounty calculated according to tonnage, instead of the bounty which would be payable upon the number of slaves on board.

Bounties to be paid out of the Consolidated Fund.

X. And be it enacted, that all bounties payable under this Act shall be paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland to the Commanders, Officers, and crews of Her Majesty's ships, and of the ships of the East India Company, and such bounties shall be issued and paid by order from the Commissioners of Her Majesty's Treasury.

Bounties not liable to payment of fees.

XI. And be it enacted, that the said bounty, as also all bounties payable under any of the Acts for the abolition or suppression of the slave trade, shall not hereafter be charged with Treasury fees or Exchequer fees of any description.

Captors entitled to bounty to give proof of tonnage.

XII. Provided always, and be it enacted, that in order to entitle the captors to receive the said bounty money, the tonnage of the ship or vessel so seized and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, or by such documentary or other evidence as they may deem satisfactory.

Copy of sentence of condemnation to be produced to the Treasury.

XIII. Provided always, and be it enacted, that in order to entitle the captors to receive the said bounty money on slaves, the number of men, women, and children so taken, delivered over, and condemned, shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, and also a certificate under the hand of the proper Officer or Officers, Military or Civil, who may be appointed to receive such slaves.

In certain cases Treasury may order one moiety of the bounty to be paid.

XIV. And be it enacted, that where any slaves, or persons treated as slaves, shall be seized on board any ship or vessel taken and condemned in pursuance of the said agreement and of this Act, but who shall not have been delivered over in consequence of death, sickness, or other inevitable circumstance, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, to direct payment of one moiety of the bounty which would have been due in each case respectively if the said slaves had been delivered over.

Parties claiming benefit under this Act may resort to the Court of Admiralty.

XV. Provided also, and be it enacted, that any party or parties claiming any benefit by way of bounty under the provisions of this Act, or of any share of the proceeds of any vessel confiscated in pursuance of the provisions of the aforesaid agreement, may resort to the High Court of Admiralty for the purpose of obtaining the judgment of the said Court in that behalf, and that it shall be lawful for the Judge of the said High Court of Admiralty to determine thereon and also to hear and determine any question of joint capture which may arise upon any seizure made in pursuance of this Act, and also to enforce any decrees or sentences of the said Vice-Admiralty Courts relating to any such seizure.

Regulations and penalties to which Prize Agents are liable, extended to bounties, &c., under this Act.

XVI. And be it enacted, that all the provisions, rules, regulations forfeitures, and penalties respecting the delivery by Prize Agents of accounts for examination and the distribution of prize money, and the accounting for and paying over the proceeds of prize and the percentage due thereon to Greenwich Hospital, shall be extended to all bounties and proceeds to be distributed under the provisions of this Act to the Officers and crews of any of Her Majesty's ships and vessels of war.

Treasury may order payment of costs awarded for vessels detained, but not condemned.

XVII. And be it enacted, that where any ship or vessel belonging in whole or in part to subjects of the Imaum, of Muscat shall have been detained and brought to adjudication by any Officers of

MUSCAT. Her Majesty the Queen of Great Britain and Ireland, or of those of the East India Company, and the said ship shall be restored by sentence of the Court, it shall be lawful for the Commissioners of Her Majesty's Treasury, by warrant signed by any three or more of them, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of any cost or damages which may be duly awarded; provided always that nothing herein contained shall exempt such Officer from his liability to make good the payments so made when lawfully called upon either by the parties interested therein, or by order of the said Commissioners of Her Majesty's Treasury.

Treasury may repay to the seizor of any vessel not condemned the expenses incurred by him.

XVIII. And be it enacted, that when any seizure shall be made by any of the Commanders, Officers, and Crews of Her Majesty's ships or of those of the East India Company and judgment shall be given against the seizor, or when such seizure shall be relinquished by him, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, by warrant signed by any three or more of them, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of such costs and expenses as the seizor may have incurred in respect of such seizure, or any proportional part thereof.

16 *and* 17 *Vic., Cap. XVI.*

SOHAR.

An Act for carrying into effect the Engagement between Her Majesty and Syed Syf bin Hamood, the Chief of Sohar, in Arabia, for the more effectual suppression of the Slave Trade, dated 9th May 1853.

Whereas on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-nine, an engagement was concluded between Major Hennell, the Resident in the Persian Gulf, on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and Syed Syf Bin Hamood, Chief of Sohar, in Arabia, whereby it was agreed as follows :—

"I, Syed Syf Bin Hamood, Chief of Sohar, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependants; such prohibition to take effect from the twenty-ninth Rujjub one thousand two hundred and sixty-five, or the twenty-first day of June A. D. one thousand eight hundred and forty-nine.

"And I do further consent, that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependants, suspected of being engaged in the slave trade, they may detain and search them, and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the coasts of Africa or elsewhere, upon any pretext whatever, they (the government cruizers) shall seize and confiscate the same."

And whereas it is expedient that effectual provision should be made for carrying into execution the provisions of the said agreement, be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal and Commons in this present Parliament assembled, and by the authority of the same—

SOHAR.

Power for Commanders of ships of war, &c., to visit, &c., vessels belonging to the Chief of Sohar, or of his subjects, suspected of being engaged in the slave trade.

I. That it shall be lawful for the Commanders and other Officers of Her Majesty's ships of war, or of the East India Company, to visit and detain, in any seas, any vessel belonging to Syed Syf Bin Hamood, the Chief of Sohar, in Arabia, or to any of his subject or dependants, which shall upon reasonable grounds be suspected of being engaged in the traffic in slaves, or having been fitted out for that purpose, and to send or carry away such vessel, together with its master, sailors, passengers, slaves and cargo, for the purpose of such vessel being brought to adjudication as hereinafter mentioned.

As to the trial and condemnation of vessels engaged in the slave trade.

II. It shall be lawful for the High Court of Admiralty of England, and for all Courts of Vice-Admiralty in any dominions of Her Majesty beyond the seas, including those Courts of Vice-Admiralty within the territories under the Government of the East India Company, to take cognizance of and try any such vessel which shall be detained or captured for the violation of the said agreement, and to condemn any such vessel to Her Majesty, and adjudge as to the slaves found therein, in like manner, and under such and the like rules and regulations as are contained in any Act or Acts of Parliament in force in relation to the suppression of the slave trade by British owned ships, as fully as if all the powers and provisions contained in such Acts were re-enacted in this Act as to such High Court of Admiralty or Courts of Vice-Admiralty.

Persons giving false evidence deemed guilty of perjury.

III. Every person who shall wilfully and corruptly give false evidence in any examination or deposition had or affidavit taken in any proceeding under the said engagement or this Act shall be deemed guilty of perjury, and being thereof convicted shall be subject and liable to all the punishments, pains, and penalties to which persons convicted of wilful and corrupt perjury are liable; and every such person may be tried for any such perjury, either in the place where the offence was committed, or in any colony or settlement of Her Majesty near thereto

In case of prosecution in England, venue may be laid in Middlesex.

SOHAR.

in which there is a Court of competent jurisdiction to try any such offence, or in Her Majesty's Court of Queen's Bench in England, and that in case of any prosecution for such offence in Her Majesty's said Court of Queen's Bench, the venue may be laid in the County of Middlesex.

Pendency of suits to be a bar to any proceedings instituted for the recovery of the vessels detained.

IV. The pendency of any suit or proceeding instituted for the condemnation or restitution of any ship or cargo, or slaves, taken, seized, or detained by virtue of the said agreement, or the final adjudication, condemnation, or judgment or determination thereupon, may be pleaded in bar or given in evidence under the general issue, and shall be deemed in any Court whatever to be a complete bar in any action, suit, or proceeding, whether instituted by any person or persons for the recovery of any such ship, vessel, or cargo, or of any damage or for any injury sustained thereby, or by the persons on board the same, in consequence of any capture, seizure, or detention, or any thing done under, or in pursuance of, the provisions of the said agreement.

Vessels condemned to be sold for Her Majesty's service or broken up.

V. Any ship or vessel which shall be condemned as aforesaid may be taken into Her Majesty's service, upon payment of such sum as the Lord High Admiral, or the Lords Commissioners of the Admiralty, shall deem a proper price for the same, or if not so taken, shall be broken up and demolished, and the materials thereof shall be publicly sold in separate parts, and the proceeds thereof shall be paid to such person or persons as the Commissioners of Her Majesty's Treasury may appoint to receive the same.

Captors of vessels shall, after the same are condemned, be entitled to the proceeds belonging to Her Majesty.

VI. Where any ship or vessel employed or engaged in such illicit traffic in slaves, in violation of the said agreement, shall be seized by any ship or vessel belonging to Her Majesty or the East India Company and afterwards condemned, there shall be paid to the captors the net proceeds to which Her Majesty is entitled, the same to be distributed in the manner hereinafter directed for the distribution of bounties on slaves taken on board the said vessels.

SOHAR.

Payment of bounty for slaves captured.

VII. There shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or the Commanders, Officers, and crews of the ships of the East India Company, a bounty of five pounds for every man, woman, and child slave seized and found on board any ship or vessel taken and condemned in pursuance of the provisions of the said agreement and of this Act; such bounty to be issued and paid by order from the Commissioners of Her Majesty's Treasury, and to be distributed to and amongst the captors aforesaid in such manner and proportions as Her Majesty shall think fit to order by any order in Council made or to be made, or by any proclamation for that purpose.

Additional bounty on tonnage of slave ships captured and demolished.

VIII. Where any ship or vessel which shall have been seized and condemned under the provisions of the said agreement shall have been or shall be demolished, and the materials thereof publicly sold in separate parts, as well as her cargo, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or of those of the East India Company, in addition to the amount of the proceeds of such sale as hereinbefore mentioned, a further bounty on the tonnage of such ship or vessel at the rate of thirty shillings for every ton of such tonnage.

Where no slaves are on board a ship seized and condemned, an additional bounty on tonnage to be paid.

IX. Where any ship or vessel having no slaves on board shall have been seized and condemned under the provisions of the said agreement, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships, or those of the East India Company, an additional bounty upon the tonnage of such ship or vessel at the rate of four pounds for every ton; and the tonnage of all such vessels shall be ascertained according to the mode of ascertaining the admeasurement of British vessels, either by the principal Officer of the Customs at the port where the vessel may be at the time of condemnation, or, in default thereof, by the best evidence which can be obtained: provided always, that in every case in which any ship or vessel shall be seized with slaves on board, in which the bounty calculated upon the number of slaves shall be less than the bounty calculated upon

SOHAR.

the tonnage, the Commanders of Her Majesty's ships, or of those of the East India Company, making the seizure, may elect to take the bounty calculated according to tonnage, instead of the bounty which would be payable upon the number of slaves on board.

Bounties to be paid out of the Consolidated Fund.

X. All bounties payable under this Act shall be paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland to the Commanders, Officers, and crews of Her Majesty's ships, and of the ships of the East India Company, and such bounties shall be issued and paid by order from the Commissioners of Her Majesty's Treasury.

Proof of tonnage.

XI. In order to entitle the captors to receive the said bounty money, the tonnage of the ship or vessel so seized and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, or by such documentary or other evidence as they may deem satisfactory.

Copy of sentence of condemnation to be produced to the Treasury.

XII. In order to entitle the captors to receive the said bounty money on slaves, the number of men, women, and children so taken, delivered over, and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, and also a certificate under the hand of the proper Officer or Officers, Military or Civil, who may be appointed to receive such slaves.

One moiety of the bounty only to be paid in certain cases.

XIII. Where any slaves, or persons treated as slaves, shall be seized on board any ship or vessel taken and condemned in pursuance of the said agreement and of this Act, but who shall not have been delivered over in consequence of death, sickness, or other inevitable circumstance, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, to direct payment of one moiety of the bounty which would have been due in each case respectively if the said slaves had been delivered over.

SOHAR.

XIV. Any party or parties claiming any benefit by way of bounty under the provisions of this Act, or of any share of the proceeds of any vessel confiscated in pursuance of the provisions of the aforesaid agreement, may resort to the High Court of Admiralty for the purpose of obtaining the judgment of the said Court in that behalf; and that it shall be lawful for the Judge of the said High Court of Admiralty to determine thereon, and also to hear and determine any question of joint capture which may arise upon any seizure made in pursuance of this Act, and also to enforce any decrees or sentences of the said Vice-Admiralty Courts relating to any such seizure.

Parties claiming benefit under this Act may resort to the Court of Admiralty.

XV. All the provisions, rules, regulations, forfeitures, and penalties respecting the delivery by Prize Agents of accounts for examination, and the distribution of prize money, and the accounting for and paying over the proceeds of prize and the percentage due thereon to Greenwich Hospital, shall be extended to all bounties and proceeds to be distributed under the provisions of this Act to the Officers and crews of any of Her Majesty's ships and vessels of war.

Regulations and penalties respecting Prize Agents' accounts extended to bounties, &c., under this Act.

XVI. Where any ship or vessel belonging in whole or in part to the before-mentioned Chief or his subjects or dependants shall have been detained and brought to adjudication by any Officers of Her Majesty the Queen of Great Britain and Ireland, or of those of the East India Company, and the said ship shall be restored by sentence of the Court, it shall be lawful for the Commissioners of Her Majesty's Treasury, by warrant, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of any costs or damages which may be duly awarded: provided always, that nothing herein contained shall exempt such Officer from his liability to make good the payments so made when lawfully called upon either by the parties interested therein or by order of the said Commissioners of Her Majesty's Treasury.

Treasury may order payment of costs awarded for vessels detained, but not condemned.

SOHAR.

Treasury may repay to the seizor of any vessel not condemned the expenses incurred by him.

XVII. When any seizure shall be made by any of the Commanders, Officers, and crews of Her Majesty's ships, or of those of the East India Company, and judgment shall be given against the seizor, or when such seizure shall be relinquished by him, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, by warrant, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland, of such costs and expenses as the seizor may have incurred in respect of such seizure, or any proportional thereof.

12 *and* 13 *Victoria, Cap. LXXXIV.*

PERSIAN GULF.

An act for carrying into effect Engagements between Her Majesty and certain Arabian Chiefs in the Persian Gulf for the more effectual suppression of the Slave trade, dated 1st August 1849.

Whereas on the thirtieth day of April, in the year of our Lord one thousand eight hundred and forty-seven, an engagement was concluded between Major S. Hennell, the Resident in the Persian Gulf, on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and Sultan Bin Sugger, Shaik of Ras-el-Khyma and Shargah in the Persian Gulf, the Chief of the Joasmee Arabs, whereby it was agreed as follows:—

"I, Shaik Sultan Bin Sugger, Chief of the Joasmee tribe, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurrum A. H. 1264 (or 10th December A. D. 1847).

"And I do further consent, that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependents, suspected of being engaged in the slave trade, they may detain and search them; and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the coasts of Africa or elsewhere, upon any pretext whatsoever, they (the government cruizers) shall seize and confiscate the same."

And whereas on the said thirtieth day of April one thousand eight hundred and forty-seven, an engagement was also concluded between Major S. Hennell, the Resident in the Persian Gulf, on behalf of Her

Majesty the Queen of the United Kingdom of Great Britain and Ireland, and Muktoom Bin Buttye, Shaik of Debaye, whereby it was agreed as follows :— PERSIAN GULF.

"I, Muktoom Bin Buttye, Shaik of Debaye, with the view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurrum A. H. 1264 (or 10th December A. D. 1847).

"And I do further consent, that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependents, suspected of being engaged in the slave trade, they may detain and search them; and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the coasts of Africa or elsewhere, upon any pretext whatsoever, they (the government cruizers) shall seize and confiscate the same."

And whereas on the first day of May, in the said year one thousand eight hundred and forty-seven, an engagement was also concluded between the said Major S. Hennell, on behalf of Her Majesty, and Abdool Azeez Bin Rashid, Shaik of Eginan, whereby it was agreed as follows :—

"I, Abdool Azeez Bin Rashid, Shaik of Eginan, with the view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurrum, A. H. 1264 (or 10th December A. D. 1847).

"And I do further consent, that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependents, suspected of being engaged in the slave trade, they may detain and search them; and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the coats of Africa or elsewhere, upon any pretext whatsoever, they (the government cruizers) shall seize and confiscate the same."

PERSIAN GULF.

And whereas on the said first day of May, an engagement was concluded by the said Major S. Hennell, on behalf of Her Majesty, and Shaik Abdullah Bin Rashid, Shaik of Amulgavine, whereby it was agreed as follows:—

"I, Abdullah Bin Rashid, Shaik of Amulgavine, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coast of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents; such prohibition to take effect from the 1st day of Mohurrum A. H. 1264 (or 10th December A. D. 1847)."

"And I do further consent, that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependents, suspected of being engaged in the slave trade, they may detain and search them; and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the coasts of Africa or elsewhere, upon any pretext whatsoever, they (the government cruizers) shall seize and confiscate the same."

And whereas on the third day of May, in the said year one thousand eight hundred and forty-seven, an engagement was concluded by the said Major S. Hennell, on behalf of Her Majesty, and Shaik Saeed Bin Tahnoon, Chief of Aboothabee, whereby it was agreed as follows:—

"I, Saeed Bin Tahnoon, Shaik of the Bin Yas, Chief of Aboothabee, with view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurrum A. H. 1264 (or 10th December 1847).

"And I do further consent, that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependents, suspected of being engaged in the slave trade, they may detain and search them; and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exporta-

PERSIAN GULF.

tion of slaves from the coasts of Africa or elsewhere, upon any pretext whatsoever, they (the government cruizers) shall seize and confiscate the same."

And whereas on the eighth day of May, in the said year one thousand eight hundred and forty-seven, an engagement was concluded by the said Major S. Hennell, on behalf of Her Majesty, and Shaik Mahomed Bin Khuleefa Bin Subman, Chief of Bahrein, whereby it was agreed as follows:—

"I, Mahomed Bin Khuleefa Bin Subman, Chief of Bahrein, with the view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the coasts of Africa and elsewhere on board of my vessels and those belonging to my subjects or dependents, such prohibition to take effect from the 1st day of Mohurrum A. H. 1264 (or 10th December A. D. 1847).

"And I do further consent, that whenever the cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependents, suspected of being engaged in the slave trade, they may detain and search them; and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the coasts of Africa or elsewhere, upon any pretext whatsoever, they (the government cruizers) shall seize and confiscate the same."

Officers Commanding ships of Her Majesty, as well as those of the East India Company, authorized to visit vessels belonging to the before-mentioned Chiefs, or to any of their subjects or dependents.

And whereas it is expedient that effectual provision should be made for carrying into execution the provisions of the said several agreements, be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal and Commons in this present Parliament assembled, and by the authority of the same, that it shall be lawful for the Commanders and other Officers of Her Majesty's ships of war, or of the East India Company, to visit and detain in any seas any vessel belonging to either of the said respective Chiefs, Shaik Sultan Bin Sugger, Chief of the Joasmee tribe, Muktoom Bin Buttye, Shaik of Debaye, Abdool Azeez Bin Rashid,

PERSIAN GULF.

Shaik of Eginan, Abdullah Bin Rashid, Shaik of Amulgavine, Saeed Bin Tahnoon, Shaik of the Bin Yas, Chief of Aboothabee Mahomed Bin Khuleefa, Bin Subman, Chief of Bahrein, or to any of their subjects or dependents, which shall upon reasonable grounds be suspected of being engaged in the traffic in slaves or having been fitted out for that purpose, and to send or carry away such vessel, together with its masters, sailors, passengers, slaves, and cargo, for the purpose of such vessel being brought to adjudication as hereinafter mentioned.

The trial of vessels engaged in the slave trade.

II. And be it enacted, that it shall be lawful for the High Court of Admiralty of England. and for all Courts of Vice-Admiralty in any dominions of Her Majesty beyond the seas, including those Courts of Vice-Admiralty within the territories under the government of the East India Company, to take cognizance of and try any such vessel which shall be detained or captured for the violation of the said agreements, and to condemn any such vessel to Her Majesty, and adjudged as to the slaves found therein, in like manner and under such and the like rules and regulations as are contained in any Act or Acts of Parliament in force in relation to the suppression of the slave trade by British owned ships as fully as if all the powers and provisions contained in such Acts were re-enacted in this Act as to such High Court of Admiralty or Courts of Vice-Admiralty.

Persons giving false evidence deemed guilty of perjury.

III. And be it enacted, that every person who shall wilfully and corruptly give false evidence in any examination or deposition had or affidavit taken in any proceeding under the said engagements or this Act shall be deemed guilty of perjury, and being thereof convicted shall be subject and liable to all the punishments, pains, and penalties to which persons convicted of wilful and corrupt perjury are liable; and every such person may be tried for any such perjury, either in the place where the offence was committed, or in any colony or settlement of Her Majesty near thereto in which there is a Court of competent jurisdiction to try any such offence, or in Her Majesty's Court of Queen's Bench in England, and that in case of any prosecution for such offence in Her Majesty's said Court of Queen's Bench, the venue may be laid in the County of Middlesex.

IV. And be it enacted, that the pendency of any suit or proceeding instituted for the condemnation or restitution of any ship or cargo, or slaves, taken, seized, or detained by virtue of the said agreements, or the final adjudication, condemnation, or judgment or determination thereupon, may be pleaded in bar or given in evidence under the general issue and shall be deemed in any Court whatever to be a complete bar in any action, suit, or proceeding, whether instituted by any person or persons for the recovery of any such ship, vessel, or cargo, or of any damage, or for any injury sustained thereby or by the persons on board the same, in consequence of any capture, seizure, or detention or any thing done under, or in pursuance of, the provisions of the said agreements.

Pendency of suits to be a bar to any proceedings instituted for the recovery of the vessels detained.

V. And be it enacted, that any ship or vessel which shall be condemned as aforesaid may be taken into Her Majesty's service, upon payment of such sum as the Lord High Admiral or the Lords Commissioners of the Admiralty shall deem a proper price for the same, or if not so taken, shall be broken up and demolished, and the materials thereof shall be publicly sold in separate parts, and the proceeds thereof shall be paid to such person or persons as the Commissioners of Her Majesty's Treasury may appoint to receive the same.

Vessels condemned to be sold for Her Majesty's service or broken up.

VI. And be it enacted, that where any ship or vessel employed or engaged in such illicit traffic in slaves, in violation of the said agreements, shall be seized by any ship or vessel belonging to Her Majesty or the East India Company and afterwards condemned, there shall be paid to the captors the net proceeds to which Her Majesty is entitled, the same to be distributed in the same manner hereinafter directed for the distribution of bounties on slaves taken on board the said vessels.

Captors of vessels shall, after the same are condemned, be entitled to the proceeds belonging to Her Majesty.

VII. And be it enacted, that there shall be paid to the Commander, Officers, and crews of her Majesty's ships, or the Commander, Officers, and crews of the ships of the East India Company, a bounty of five pounds for every man

Bounty for slaves captured.

PERSIAN GULF.

woman, and child slave seized and found on board any ship or vessel taken and condemned in pursuance of the provisions of the said agreement and of this Act, such bounty to be issued and paid by order from the Commissioners of Her Majesty's Treasury, and to be distributed to and amongst the captors aforesaid in such manner and proportions as Her Majesty shall think fit to order by any order in Council made or to be made, or by any proclamation for that purpose.

Bounty on tonnage of slave ships captured and demolished.

VIII. And be it enacted, that where any ship or vessel which shall have been seized and condemned under the provisions of the said agreements, shall have been or shall be demolished, and the materials thereof publicly sold in separate parts, as well as her cargo, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships or of those of the East India Company, in addition to the amount of the proceeds of such sale as hereinbefore mentioned, a further bounty on the tonnage of such ship or vessel at the rate of thirty shillings for every ton of such tonnage.

Where no slaves are on board a ship seized and condemned an additional bounty to be paid.

IX. And be it enacted, that where any ship or vessel having no slaves on board shall have been seized and condemned under the provisions of the said agreements, there shall be paid to the Commanders, Officers, and crews of Her Majesty's ships or those of the East India Company an additional bounty upon the tonnage of such ship or vessel at the rate of four pounds for every ton; and the tonnage of all such vessels shall be ascertained according to the mode of ascertaining the admeasurement of British vessels, either by the principal Officer of the customs at the port where the vessel may be at the time of condemnation, or in default thereof by the best evidence which can be obtained: provided always, that in every case in which any ship or vessel shall be seized with slaves on board in which the bounty calculated upon the number of slaves shall be less than the bounty calculated upon the tonnage, the Commanders of Her Majesty's ships or of those of the East India Company making the seizure may elect to take the bounty calculated according to tonnage, instead of the bounty which would be payable upon the number of slaves on board.

Bounties to be paid out of the Consolidated Fund.

X. And be it enacted, that all bounties payable under this Act shall be paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland to the Commanders, Officers, and crews of Her Majesty's ships and of the ships of the East India Company, and such bounties shall be issued and paid by order from the Commissioners of Her Majesty's Treasury.

Bounties not liable to payment of fees.

XI. And be it enacted, that the said bounty, as also all bounties payable under any of the Acts for the abolition or suppression of the slave trade, shall not hereafter be charged with Treasury fees or Exchequer fees of any description.

Proof of tonnage.

XII. Provided always, and be it enacted, that in order to entitle the captors to receive the said bounty money and tonnage of the ship or vessel so seized and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence or decree of condemnation, or by such documentary or other evidence as they may deem satisfactory.

Copy of sentence of condemnation to be produced to the Commissioners of the Treasury.

XIII. Provided always, and be it enacted, that in order to entitle the captors to receive the said bounty money on slaves, the number of men, women, and children so taken, delivered over, and condemned shall be proved to the Commissioners of Her Majesty's Treasury by producing a copy, duly certified, of the sentence, or decree of condemnation, and also a certificate under the hand of the proper Officer or Officers, Military or Civil, who may be appointed to receive such slaves.

One moiety of the bounty only to be paid in certain cases.

XIV. And be it enacted, that where any slaves or persons treated as slaves shall be seized on board any ship or vessel, taken and condemned in pursuance of the said agreements and of this Act, but who shall not have been delivered over in consequence of death, sickness, or other inevitable circumstance, it shall be lawful for the said Commissioners of Her Majesty's

PERSIAN GULF.

Treasury, if to their discretion it shall seem meet, to direct payment of one moiety of the bounty which would have been due in each case respectively if the said slaves had been delivered over.

Parties claiming benefit under this Act may resort to the Court of Admiralty.

XV. Provided also, and be it enacted, that any party or parties claiming any benefit by way of bounty under the provisions of this Act, or of any share of the proceeds of any vessel confiscated in pursuance of the provisions of the aforesaid agreements, may resort to the High Court of Admiralty for the purpose of obtaining the judgment of the said Court in that behalf, and that it shall be lawful for the Judge of the said High Court of Admiralty to determine thereon, and also to hear and determine any question of joint capture which may arise upon any seizure made in pursuance of this Act, and also to enforce any decrees or sentences of the said Vice-Admiralty Courts relating to any such seizure.

Regulations and penalties respecting Prize Agent's accounts extended to bounties, &c., under this Act.

XVI. And be it enacted, that all the provisions, rules, regulations, forfeitures, and penalties respecting the delivery by Prize Agents of accounts for examination, and the distribution of prize money and the accounting for and paying over the proceeds of prize and the percentage due thereon to Greenwich Hospital, shall be extended to all bounties and proceeds to be distributed, under the provisions of this Act, to the Officers and crews of any of Her Majesty's ships and vessels of war.

Commissioners of the Treasury may order payment of costs awarded for vessels detained, but not condemned.

XVII. And be it enacted, that where any ship or vessel belonging in whole or in part to the before-mentioned Chiefs, or their subjects or dependents, shall have been detained and brought to adjudication by any Officers of Her Majesty the Queen of Great Britain and Ireland or of those of the East India Company, and the said ships shall be restored by sentence of the Court, it shall be lawful for the Commissioners of Her Majesty's Treasury, by warrant signed by any two or more of them, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of any costs or damages which may be duly awarded, provided always, that nothing herein contained shall exempt such Officer from his

liability to make good the payment so made, when lawfully called upon either by the parties interested therein or by order of the said Commissioners of Her Majesty's Treasury.

The Commissioners of the Treasury may repay to the seizor of any vessel not condemned the expenses incurred by him.

XVIII. And be it enacted, that when any seizure shall be made by any of the Commanders, Officers, and crews of Her Majesty's ships, or of those of the East India Company, and judgment shall be given against the seizor, or when such seizure shall be relinquished by him, it shall be lawful for the said Commissioners of Her Majesty's Treasury, if to their discretion it shall seem meet, by warrant signed by any two or more of them, to direct payment to be made out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland of such costs and expenses as the seizor may have incurred in respect of such seizure, or any proportional part thereof.

INSTRUCTIONS OF THE GOVERNMENT OF INDIA, RELATIVE TO THE SLAVE TRADE.

The Treaty mentions vessels the property of the Imaum as well as of his subjects, but the Statute only vessels of his subjects. The instructions, however, may stand as here headed.

(Sd.) A. S. LeMessurier,
A. G.

Vessels belonging to the Imaum of Muscat, or to any of his subjects belonging to either of the following respective Arabian Chiefs in the Persian Gulf, *viz.*—

1.—Shaik Sultan Bin Suggur, Shaik of Rasel-khyma and Sharyah in the Persian Gulf, Chief of the Joasmee tribe of Arabs.

2.—Muktoom Bin Buttye, Shaik of Debaye.

3.—Abdool Azeez bin Rashid, Shaik of Ejman.

4.—Abdullah Bin Rashid, Shaik of Amulgavine.

5.—Saeed Bin Tahnoon, Shaik of the Beni Yas, Chief of Aboothabae.

6.—Mahomed Bin Khuleefa Bin Subman, Chief of Bahrein, or to any of their subjects or dependants.

Instructions.

To the Commanders of the Honourable East India Company's ships for carrying into execution the provisions of the Act of XI and XII Vic. Cap. 128, entitled an Act for carrying into effect the agreement between Her Majesty and the Imaum of Muscat for the more effectual suppression of the slave trade, also for carrying into execution the provisions of the Act of XII and XIII Vic., Cap. 84, entitled an Act for carrying into effect engagements between Her Majesty and certain Arabian Chiefs in the Persian Gulf for the more effectual suppression of the slave trade, copies of both of which Acts are hereto annexed.

I. You are required to make yourselves fully accquainted with the different provisions of these Acts of Parliament and to guide yourselves accordingly by them in all your acts when you meet or fall in with any vessels belonging to the Imaum of Muscat, or any of his subjects, or with any vessel belonging to any or either of the Arabian Chiefs therein

respectively named, or any of their subjects or dependants engaged in the slave trade, or fitted out for the purpose contrary to the provisions of these Acts.

II. Your attention is to be directed to the third article of the agreement with the Imaum, dated 2nd October 1845, as set out in the Act of XI* and XII. Vic., Cap. 128.

III. And also to the provisions of the first Section of these Acts, which empower the Commanders of the ships of war of the East India Company to visit vessels belonging to the subjects of the Imaum, within the limits therein specified, and also to visit vessels belonging to the Chiefs, or the subjects or dependants of the Chiefs named in Act XII and XIII Vic., Cap. 84, suspected of being engaged in slave trade.

IV. You will *visit* and *detain* in any seas, except within the limits exempted by the terms of the third article of the said agreement (contained in Act XI and XII Vic., Cap. 128), *any merchant vessel belonging to the subjects of the Imaum of Muscat which shall upon reasonable grounds be suspected of being engaged* in the export of slaves from the African dominions of the Imaum of Muscat, or the importation of slaves from any part of Africa into his possessions in Asia, excepting such only as are engaged in the transport of slaves from one port to another of his own dominions in Africa, between the port of Lamoo to the north and its dependencies, the northern limits of which is the north point of Khyhoo Island in 1°57′ south latitude, and the port of Keelwa to the south and its dependencies, the southern limit of which is the Sonya Manara or Pagoda point in 9°2′ south latitude, including the Islands of Zanzibar, Pemba, and Monfia, *or any vessel fitted out for that purpose,* and to send or carry away such vessel, together with its masters, sailors, passengers, slaves, and cargo, for the purpose of such vessel being brought to adjudication as in the Act of XI and XII Vic. mentioned.

V. You will visit and detain in any seas any vessel belonging to either of the said respective Chiefs, Shaik Sultan Bin Suggur, Chief of the Joasmee tribe, Muktoom Bin Buttye, Shaik of Debaye, Abdool Azeez

* See note in margin of previous page.

SLAVE TRADE.

Bin Rashid, Shaik of Ejman, Abdullah Bin Rashid, Shaik of Amulgavine, Saeed Bin Tahnoon, Shaik of the Beni Yas, Chief of Aboothabee, Mahomed Bin Khuleefa Bin Subman, Chief of Bahrein, or to any of their subjects or dependants, which shall upon reasonable grounds be suspected of being engaged in the traffic in slaves or having been fitted out for that purpose, and to send or carry away such vessel, together with its masters, sailors, passengers, slaves, and cargo, for the purpose of such vessel being brought to adjudication, as in the Act of XII and XIII Vic. mentioned.

VI. On detaining any vessel visited by you under the aforesaid provisions of either of the said two Acts and of these instructions, you will take possession of the ship's papers, making a list thereof according to Form No. 1, and certifying the same by your signature.

VII. You will also draw out a declaration according to Form No. 2 stating the circumstances attending the capture, and mentioning the date when and in the place where it was made, and you will certify the same by your signature.

VIII. In sending or carrying away such vessel with its masters, sailors, passengers, slaves, and cargo for the purpose of adjudication, you will do so without delay, and send or carry her with them to the nearest port or place where a British Court of Vice-Admiralty may be established, and on your arrival at such port or place you shall duly report your arrival and deliver up to the proper Authorities there the vessel, with its master, sailors, passengers, slaves, and cargo, to be dealt with according to law, and you shall abide such further instructions on the subject as shall be given you.

IX. The Officer in charge of the slave vessel is at the same time of delivering up the vessel to the proper Authorities to deliver also the ship's papers and certificates thereof and the captor's declaration of capture.

X. The circumstances attending the seizure of a vessel under either of these Acts of Parliament must be fully reported to the Officer

under whose orders you are serving, and a duplicate of the report must be sent at the earliest opportunity to the Commander-in-Chief of the Indian Navy at Bombay.

Given under my hand at Bombay this day of 1850.

Commodore.

Commander-in-Chief, I. N.

Form No. 1.

Certificate containing a list of papers to be made out in duplicate, one copy to be delivered to the master placed in charge of a detained vessel as soon as possible after seizure, the other to be delivered to be kept with a view to its production in the Court before which the vessel is taten for adjudication.

I, the undersigned hold the rank of in the Indian Navy, and Commanding the Honourable Company's ship do hereby certify that on the day of being the latitude and longitude of Greenwich, seized the whereof is Tindal, and that she had on board at time of capture slaves, namely—

Males.
Females. — If no slaves be on board, state the fact.

Total.

I further certify that the papers which I have numbered 1 to inclusive are the whole of the documents, letters, and writings seized on board, which are hereunder specified and described, namely,—

Here specify and describe No. 1
the papers found on board „ 2
according to number „ 3 &c.

Signed by me the day of 1850.

Commanding H. C. Ship.

SLAVE TRADE.

Form No. 2.

Declaration to be made by the Commander of the Honourable Company's ship at the time of the seizure and delivered to the Court before which the vessel is taken for adjudication.

I the undersigned holding the rank of in the Indian Navy, and Commanding the Honourable Company's Ship duly authorized by the Act* of Parliament for the suppression of the slave trade as therein provided, do hereby declare that on the day of being in latitude and longitude of Greenwich, I seized the whereof is Tindal, for having violated the said and I further declare that the vessel had on board at the time of seizure a crew of persons passengers and slaves as follows:—

Males
Females

Total

Here insert any particulars worthy of notice, as to the state in which the vessel was found, and any facts as to the circumstances or causes of seizure.

And I do also declare that I found this vessel in the following state:—

Given under my hand this day of 1850.

Commanding H. C. Ship.

Approved by the Most Noble the Governor General of India on the 17th July 1850.

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* If the seizure be under the Act of XI and XII Vic., Cap. 128, insert it; if under XII and XIII Vic., Cap. 84, state it accordingly.